2000

David Winters v. Allison Abizaid and Joanne Schulman : Brief of Appellee

Utah Court of Appeals

W. Kevin Jackson; Jensen, Duffin, Carman, Dibb and Jackson; Attorney for Plaintiff/Appellant.
Ellen Maycock; David C. Wright; Kruse, Landa and Maycock; Attorneys for Defendant/Appellee .

(2)

IN THE UTAH COURT OF APPEALS, STATE OF UTAH

oooOooo

DAVID WINTERS,	:	ADDENDUM TO APPELLANT'S BRIEF
Plaintiff/Appellant,	:	
vs.	:	
ALLISON ABIZAID AND JOANNE SCHULMAN, individually	:	
	:	Case No. 95-090-8521 PI
Defendants,	:	20000114-CA
	:	Appeal No. 98-0242 CA
JOANNE SCHULMAN,	:	
	:	Priority No. 15
Appellee/Cross-Appellant.	:	

oooOooo

ADDENDUM TO APPELLANT'S BRIEF

On Appeal from a Judgment of the
Third Judicial District Court for
Salt Lake County, State of Utah
Honorable William Thorne, District Judge

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ADD. NO.	EXHIBIT REFERENCE	DESCRIPTION OF THE DOCUMENT	RECORD PAGE NO.	ADDENDUM PAGE NO.
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ADD. NO.	EXHIBIT REFERENCE	DESCRIPTION OF THE DOCUMENT	RECORD PAGE NO.	ADDENDUM PAGE NO.
17	Plaintiff's Trial Exhibit 11	California Out-of-Pocket legal Expenses incurred by J. Gordon's Office (from April 13, 1996 through June 2, 1996)		101 to 105

WINT-ADD.IN3

Tab 1

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IN THE THIRD JUDICIAL DISTRICT COURT

FOR SALT LAKE COUNTY, STATE OF UTAH

oooOooo

DAVID WINTERS, Plaintiff,	NOTICE OF APPEAL BY THE PLAINTIFF TO THE COURT OF APPEALS
vs.	Case No. 95-090-8521 PI
ALLISON ABIZAID AND JOANNE SCHULMAN, individually	Hon. William A. Thorne
Defendants.	Comm.

oooOooo

TO: THE CLERK OF THE DISTRICT COURT AND ALL INTERESTED PARTIES,

COMES NOW the Plaintiff by and through his attorney of record, W. Kevin Jackson, and hereby appeals to the Utah Court of Appeals from the judgment entered by the Third District Court of Salt Lake County, State of Utah, in the above entitled matter and dated the 14th day of January, 2000, and docketed January 18th, 2000. The appeal is based in part on the District Court's failure to award damages and sufficient and proper attorney's fees. A copy of said order granting the Plaintiff a money judgment and denying any economic damages which is hereby appealed from is attached hereto and incorporated herein by this reference.

The parties to the judgment which is herely appealed from and the names and the addresses of their respective attorneys of record are as follows:

NO.	NAME OF PARTY	ATTORNEY FOR PARTY	ADDRESS
1	Joanne Schulman (Defendant)	David C. Wright, Esq.	Bank One Tower Suite 1800 50 West Broadway Street Salt Lake City, UT 84111

This notice of appeal is filed pursuant to Rule 3 of the Utah Rules of Appeallate Procedure.

DATED this 31st day of January, 2000.

W. KEVIN JACKSON

CERTIFICATE OF MAILING

I hereby certify that I mailed a true and correct copy of the foregoing document to the following:

David C. Wright, Esq.
Bank One Tower
Suite 1800
50 West Broadway Street
Salt Lake City, UT 84111

by placing the same in the United States Mail, postage prepaid, this 31st day of January, 2000.

9/WINT-NOT.AP2

I CERTIFY THAT THIS IS A TRUE COPY OF AN ORIGINAL DOCUMENT ON FILE IN THE THIRD DISTRICT COURT, SALT LAKE COUNTY, STATE OF UTAH.

DATE: 2-16-00

Mani Dishner

DEPUTY COURT CLERK

COPY

FILED DISTRICT COURT
Third Judicial District

JAN 18 2000

By SALT LAKE COUNTY
Deputy Clerk

ELLEN MAYCOCK - 2131
DAVID C. WRIGHT - 5566
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Attorneys for Defendant Joanne Schulman
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Telephone: (801) 531-7090

IN THE THIRD JUDICIAL DISTRICT COURT
FOR SALT LAKE COUNTY, STATE OF UTAH

DAVID WINTERS,	)	
Plaintiff,	)	JUDGMENT
vs.	)	
ALLISON ABIZAID AND JOANNE SCHULMAN, individually,	)	950908521
Defendants.	)	Judge William A. Thorne

Plaintiff's claims under UTAH CODE ANN. § 38-9-1, *et seq.* (prior to 1997 amendment) and following remand from the Court of Appeals were tried to the Court on December 13, 1999. Plaintiff David Winters ("Winters") was represented by W. Kevin Jackson, of Jensen, Duffin, Carman, Dibb & Jackson. Defendant Joanne Schulman ("Schulman") was represented by David C. Wright, of Kruse, Landa & Maycock. Winters and Schulman were both present. The claims against former defendant Allison Abizaid were dismissed previously.

Having heard testimony from the witnesses and having reviewed the admitted ary evidence, and in accordance with the opinion in *Winters v. Schulman*, 977 P.2d 1999), and based on the Findings of Fact and Conclusions of Law also entered,

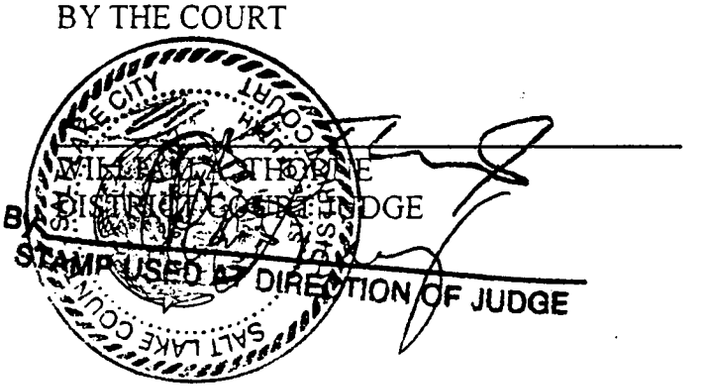
ORDERED, ADJUDGED AND DECREED that

A. Judgment is hereby entered in Winters' favor against Schulman in the principal amount of $11,240, plus costs pursuant to UTAH RULES OF CIV. P. 54(d) in the amount of $405.50, for a total judgment of $11,645.50, plus post-judgment interest at the legal rate of 6.513% from the date of entry until paid.

B. Judgment is hereby entered in Schulman's favor as to Winters' claims for actual damages and damages for emotional distress.

DATED this 14 day of January, 2000.

BY THE COURT



WILLIAM THORNE
DISTRICT COURT JUDGE

Judgment debtor's address:
Law Offices of Joanne Schulman
45 Polk Street, 2d Floor
San Francisco, CA 94102

SSN _____

APPROVED AS TO FORM

W. Kevin Jackson
Attorney for Plaintiff

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IN THE THIRD JUDICIAL DISTRICT COURT
FOR SALT LAKE COUNTY, STATE OF UTAH

DAVID WINTERS,	)	**JUDGMENT**
Plaintiff,	)	
vs.	)	
ALLISON ABIZAID AND JOANNE SCHULMAN, individually,	)	950908521
Defendants.	)	Judge William A. Thorne

Plaintiff's claims under UTAH CODE ANN. § 38-9-1, *et seq.* (prior to 1997 amendment) and following remand from the Court of Appeals were tried to the Court on December 13, 1999. Plaintiff David Winters ("Winters") was represented by W. Kevin Jackson, of Jensen, Duffin, Carman, Dibb & Jackson. Defendant Joanne Schulman ("Schulman") was represented by David C. Wright, of Kruse, Landa & Maycock. Winters and Schulman were both present. The claims against former defendant Allison Abizaid were dismissed previously.

Having heard testimony from the witnesses and having reviewed the admitted documentary evidence, and in accordance with the opinion in *Winters v. Schulman*, 977 P.2d 1218 (Utah App. 1999), and based on the Findings of Fact and Conclusions of Law also entered, it is hereby

ORDERED, ADJUDGED AND DECREED that

A. Judgment is hereby entered in Winters' favor against Schulman in the principal amount of $11,240, plus costs pursuant to UTAH RULES OF CIV. P. 54(d) in the amount of $405.50, for a total judgment of $11,645.50, plus post-judgment interest at the legal rate of 6.513% from the date of entry until paid.

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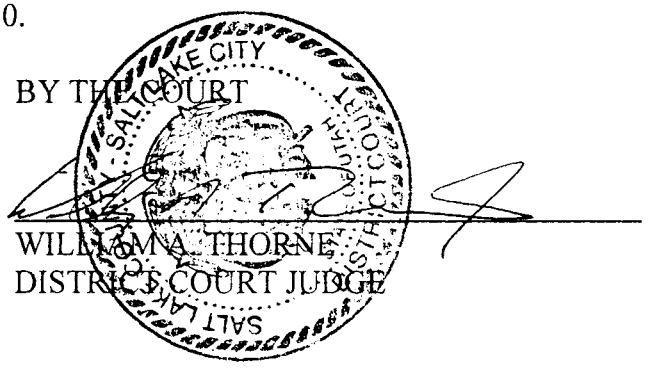
DATED this 14 day of January, 2000.

BY THE COURT

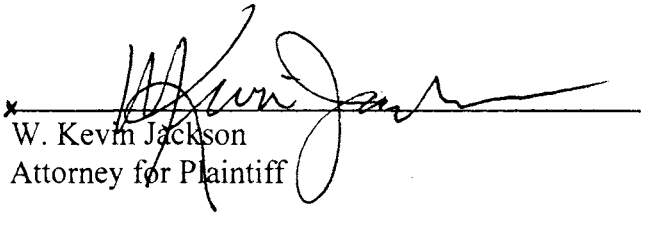


WILLIAM A. THORNE
DISTRICT COURT JUDGE

Judgment debtor's address:
Law Offices of Joanne Schulman
45 Polk Street, 2d Floor
San Francisco, CA 94102

SSN _____

APPROVED AS TO FORM



W. Kevin Jackson
Attorney for Plaintiff

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IN THE THIRD JUDICIAL DISTRICT COURT

FOR SALT LAKE COUNTY, STATE OF UTAH

DAVID WINTERS, Plaintiff, ALLISON ABIZAID and JOANNE SCHULMAN, individually, Defendants.	))))))))))	**FINDINGS OF FACT AND CONCLUSIONS OF LAW** Civil No. 95 090 8521 PI Judge William A. Thorne

Plaintiff's claims under UTAH CODE ANN. § 38-9-1, *et seq.* (prior to 1997 amendment) and following remand from the Court of Appeals were tried to the Court on December 13, 1999. Plaintiff was represented by W. Kevin Jackson, of Jensen, Duffin, Carman, Dibb & Jackson. Defendant Joanne Schulman was represented by David C. Wright, of Kruse, Landa & Maycock. Plaintiff and defendant Schulman were both present. The claims against former defendant Allison Abizaid were dismissed previously.

Having heard testimony from the witnesses and having reviewed the admitted documentary evidence, and in accordance with the opinion in *Winters v. Schulman*, 977 P.2d

1218 (Utah App. 1999), and for good cause appearing, the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. Winters and former defendant Abizaid were divorced in May of 1989 pursuant to a decree entered in California in the matter styled *In re Marriage of Winters*, in Superior Court in California, case no. D88-06750.

2. Winters and Abizaid still owned certain community property together following the entry of the divorce decree. That community property included real property known as "El Molino," which was the family home during the marriage.

3. In July of 1990, Winters and Abizaid borrowed $20,000 against the El Molino property. Winters used those funds to purchase a home in Utah, known as Cobblecrest. Abizaid's name was also on the deed to Cobblecrest.

4. Abizaid later quitclaimed Cobblecrest to Winters.

5. In May of 1995, Schulman, a California attorney, was retained by Abizaid and caused a lis pendens to be recorded on Cobblecrest, which was then titled in Winters' name.

6. Schulman represented Abizaid in certain post-divorce matters filed in October of 1995 and litigated in California (the "California proceedings"). The matters litigated in the California proceedings included the propriety of the lis pendens.

7. The lis pendens was ordered released in the California proceedings on April 19, 1996.

8. After retaining W. Kevin Jackson, Winters filed this action in December of 1995 against Abizaid and Schulman, alleging claims for negligence, abuse of process and quiet title (which included a wrongful lien claim under UTAH CODE ANN. § 38-9-1, *et seq.*.)

9. Winters incurred $3,500 in reasonable attorney fees to Mr. Jackson's firm in the Utah action prior to the California court's order that the lis pendens be released.

10. Winters made a claim in this action for $1,000 statutory damages as provided in UTAH CODE ANN. § 38-9-1.

11. A reasonable attorney fee to recover the statutory damages under section 38-9-1, *et seq.*, without the complexity of the other claims, is $2,000.

12. A reasonable fee for the appeal of this Court's summary judgment of the wrongful lien claim under UTAH CODE ANN. § 38-9-1 is $2,500.

13. The facts and legal theories originally brought under the claims for negligence, abuse of process and wrongful lien overlap but are not so intertwined that they could not be categorized according to the theory at issue.

14. Winters incurred $2,090 in reasonable fees and costs in connection with the California proceedings, which resulted in a court order that the lis pendens be released.

15. Winters also incurred reasonable out-of-pocket costs in connection with the California proceedings in the amount of $150.

16. The total fees and costs for the Utah action and the California proceedings is $10,240.

17. Winters has not incurred actual damages of any kind under UTAH CODE ANN. § 38-9-1, *et seq.*.

18. Winters did not establish damages for emotional distress.

19. Winters' Utah counsel's hourly rate for fees charged to Winters was reasonable.

20. The calculation of reasonable attorneys fees and costs is also reached through the alternative calculation as follows:

A. Reasonable fees of $27,576 should be discounted by two-thirds as Winters prevailed on one of three original causes of action.

B. The negligence claim complicated the recovery in this action and complicated an earlier resolution short of summary judgment and appeal.

C. After discounting, the fees of $9,192 (one-third of $27,576) incurred to Winters' Utah counsel for the Utah action are further discounted by $1,200 because certain of the Utah work was unnecessary in light of matters pending in the California proceedings.

D. The facts and legal theories originally brought under the claims for negligence, abuse of process and wrongful lien overlap but are not so intertwined that they could not be categorized according to the theory at issue.

21. After that discount, reasonable Utah fees incurred in connection with this action are $8,000.

22. Winters incurred $2,090 in reasonable fees and costs in connection with the California proceedings.

23. Winters incurred an additional $150 in reasonable out-of-pocket costs in connection with the California proceedings.

24. The total reasonable fees and costs incurred under the second calculation is also $10,240.

Based on these findings, the Court makes the following conclusions of law:

CONCLUSIONS OF LAW

1. Winters is entitled to $1,000 statutory damages under UTAH CODE ANN. § 38-9-1, *et seq.*.

2. Winters is entitled to recover reasonable fees in the amount of $10,240 incurred for the removal of the lis pendens and in presenting the claim for damages.

3. Winters is entitled to a total recovery and judgment against defendant Schulman in the amount of $11,240, plus post-judgment interest at the legal rate from entry of judgment until paid.

4. Cobblecrest was community property under California law at the time the lis pendens was recorded and was an omitted asset under California law..

5. Winters is not entitled to actual damages.

6. Winters is not entitled to damages for emotional distress.

7. Plaintiff is the prevailing party and is entitled to costs.

DATED this 14 day of January, 2000.

BY THE COURT

WILLIAM A. THORNE
DISTRICT COURT JUDGE

APPROVED AS TO FORM

W. Kevin Jackson
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I mailed a true and correct copy of the foregoing **FINDINGS OF FACT AND CONCLUSIONS OF LAW** to the following, postage prepaid, this 17th day of January, 2000:

W. Kevin Jackson
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Tab 4

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IN THE THIRD JUDICIAL DISTRICT COURT

FOR SALT LAKE COUNTY, STATE OF UTAH

oooOooo

DAVID WINTERS, Plaintiff,	COMPLAINT FOR DAMAGES AND FOR DECLARATORY RELIEF
vs.	Case No. 950908521 PI
ALLISON ABIZAID and JOANNE SCHULMAN, jointly and individually,	Hon. JUDGE WILLIAM A. THORNE
Defendants.	Comm.

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COMES NOW the Plaintiff, David Winters, by and through his attorney of record, W. Kevin Jackson, and for a cause of action against the Defendants both jointly and severally alleges as follows:

1. The Plaintiff is currently a resident of Salt Lake County, state of Utah.

2. The Defendant, Allison Abizaid, is presently a resident of the state of California.

3. The Defendant, Joanne Schulman, is presently resident of the state of California and is also licensed by the California Bar Association to practice law in the state of California.

4. The Defendant, Joanne Schulman, is not authorized to practice law in the state of Utah and is not a past or present member of the Utah State Bar.

5. The Defendant, Joanne Schulman, is a graduate from an accredited law school.

6. The Defendant, Joanne Schulman, has not passed the Utah State Bar Examination.

7. The Plaintiff is the sole beneficial owner of certain real property which was acquired after the date of the entry of a decree of divorce between the Plaintiff and the Defendant Allison Abizaid by the Superior Court of Contra Costa County, state of California.

8. The property, which is the subject matter of this case, is located in Salt Lake County, state of Utah.

9. This Court has jurisdiction over this subject matter and these parties pursuant to the provisions of §78-3-4 of the Utah Code Annotated (hereinafter "UCA") and also UCA §57-11-18.

10. Venue is proper in the Third District Court for Salt Lake County pursuant to the provision of UCA §78-13-1.

11. All of the actions and wrongful conduct complained of in this complaint took place in Salt Lake County, state of Utah.

12. The Plaintiff has had to hire the services of an attorney to represent him before the Court in this matter and for which a claim for damages is hereby asserted as against each named Defendant.

13. The Plaintiff and the Defendant, Allison Abizaid, were married but are now divorced and do not live together as man and wife.

GENERAL FACTUAL ALLEGATIONS

14. The Plaintiff and the Defendant, Allison Abizaid, were a married couple residing in the state of California prior to 1989. The Plaintiff and the Defendant, Allison Abizaid,

owned other property, which is not the subject matter of this complaint, in Salt Lake County, state of Utah.

15. The Plaintiff and the Defendant, Allison Abizaid, were divorced in the state of California in or about the 8th day of May, 1989. The Decree of Divorce awarded the Plaintiff certain real property in the state of California and awarded Allison Abizaid certain real property located in the state of Utah. By mutual consent and oral agreement between the parties (and for their mutual convience) the Plaintiff traded the real property located in the state of California to Allison Abizaid in exchange for the real property located in the state of Utah. The Plaintiff claims the sole beneficial title to the Utah property.

16. The Plaintiff took the Utah real property and paid fees associated thereto and made necessary repairs to the property and the fixtures to the property. The Plaintiff expended the approximate sum of $4,349.00 to make the necessary repairs and maintenance.

17. In an attempt to collect the amounts of money allegedly owed by the Plaintiff under the Decree of Divorce, the Defendants filed a lis pendens dated May 18, 1995 with the Salt Lake County Recorder's Office on or about the 30th day of May, 1995, as entry No. 6090065 in book 7159 and at page 694 of the official records of said office.

18. The Plaintiff, by various letters to the Defendant Joanne Schulman, was advised that the lis pendens was not proper and asked to release the lis pendens forthwith.

19. The Defendants were put on notice that the lis pendens would cause the Plaintiff economic injury and emotional distress if not released immediately.

20. The Defendants were put on notice that the Plaintiff would prosecute a civil case in the state courts of Utah if the lis pendens was not released forthwith.

21. The Defendants have never disclosed in writing to the Plaintiff any right or title to the subject property and none exists in the Defendants either jointly or severally.

22. The Defendants, jointly and severally, do not have a beneficial interest in the legal title to the property.

23. The acts of the Defendants are in violation of portions of the California Code including but not limited to:

a. 405.22
b. 405.4
c. 405.31

24. The actions of the Defendants are intended to assert an unsecured debt obligation against the Plaintiff.

25. As of November 30, 1995, the Defendants have not filed a case, either in the state of California or in the state of Utah, which seeks to adjudicate the title to the property situated in the state of Utah.

26. There is no order of a court entered either in the state of California or the state of Utah, wherein the Defendant, Allison Abizaid, could make a claim against the title to the property of the Plaintiff situated in the state of Utah and which was acquired after the date of the termination of the marriage by the entry of a Decree of Divorce.

27. The Defendants knew, or reasonably should have known, that it is improper and illegal to cloud the title to the real property located in the state of Utah unless the person or party making the claim has a legal or beneficial interest in the subject property.

28. The Defendants, jointly and severally, do not have any interest either by virtue of the Decree of Divorce or by an order entered by a court of competent jurisdiction in the real property against which they have filed the lis pendens.

29. The Defendant, Allison Abizaid, has asserted only a creditor's right to payment of money allegedly due under the Decree of Divorce.

30. The Defendants do not have grounds for the issuance of a prejudgment writ of attachment pursuant to Rule 64A of the Utah Rules of Civil Procedure.

31. The acts committed by the Defendants were directed towards the Plaintiff and were committed with actual malice and with the specific intent of causing harm to the Plaintiff.

Count I

Quiet Title

32. The Plaintiff realleges and incorporates by this reference all of the allegations of fact set forth in paragraphs 1 through 31 of the Complaint.

33. The Plaintiff alleges that on or about the 30th day of May, 1995 the Defendants filed or caused to be filed a lis pendens on the piece of real property that is currently owned by the Plaintiff. A copy of the lis pendens is attached hereto as Exhibit "1" and incorporated herein by this reference.

34. The Defendants have placed a cloud over the title of the property by virtue of the filing of the lis pendens.

35. The clouded title does not allow the Plaintiff to sell said property owned by the Plaintiff or to use it to obtain funds necessary to conduct his ongoing business enterprises which the Defendants knew existed.

36. The Plaintiff alleges that the Defendants filed the lis pendens claiming that the Defendant, Allison Abizaid, has the right to the title or to the physical possession of the real property.

37. The filing of the lis pendens is in direct conflict with the rights to free and clear titles being held by the actual owner of the property, David Winters, the Plaintiff.

38. The Defendant, Allison Abizaid, does not have any beneficial interest in the real property at this time and surrender any such right in 1992 when a quit claim deed was given to the Plaintiff. A copy of said deed is attached as Exhibit "4" and incorporated herein by this reference.

39. The sole beneficial title to the property is vested in the sole name of the Plaintiff, David Winters.

40. The Plaintiff alleges that the Defendants have acted maliciously and intentionally in the filing of the lis pendens and committed said acts without legal justification for the same.

41. The Defendants have filed the lis pendens in the hopes of preventing the Plaintiff, David Winters, from selling the real property and as a means of collecting a disputed unsecured debt without compliance to Rule 64A of the Utah Rules of Civil Procedure.

42. The lis pendens constitutes a slander of title to the real property pursuant to UCA §38-9-1 et. seq.

43. The Plaintiff, David Winters, is being damaged by not being able to exercise his rights of ownership to the property and is now suffering and continues to suffer mental anguish and distress on account of the illegal conduct of the Defendants. The amount of damage has

not yet been ascertained but it includes money damage, anguish, mental suffering and justifies an award of punitive damages.

44. The Defendants have improperly filed the lis pendens claiming that the Defendant, Allison Abizaid, is a rightful person to have the beneficial title to the property.

45. The Plaintiff, David Winters, alleges that the Defendants have published the lis pendens by filing the same with the County Recorder's office as entry no. 6090065 found in book 7159 at page 694 of the Salt Lake County Recorder's official records.

46. On or about the 5th and 17th day of October, 1995, the Plaintiff requested in the form of a letter addressed to Joanne Schulman, the Defendant's attorney of record, that the Defendants remove the lis pendens from the property. The Defendants have refused to do so within the twenty (20) day time period set forth in UCA §38-9-3 and each Defendant is therefore liable to the Plaintiff for their malicious actions. A true and correct copy of the letter to the Defendant's attorney is attached herein as Exhibit "2" and "3" and incorporated herein by this reference.

47. The Plaintiff is entitled to an order of the Court ordering the Defendants to remove the lis pendens and declaring that such was illegal and improper under Utah law.

48. The Plaintiff is entitled to have the Court enter a money judgment against the Defendants both jointly and severally awarding the Plaintiff actual, special, and general damages for the Defendants' actions which have slandered the title to the property owned by the Plaintiff and which has caused him mental distress and anguish.

49. The Plaintiff is also entitled to a reasonable attorney's fees and costs he has incurred by having to prosecute this matter against the Defendants pursuant to the provisions

of UCA §38-9-2. A judgment for said sums should be entered against both defendants jointly and severally.

COUNT II

Abuse of Legal Process

50. The Plaintiff realleges and incorporates by this reference all of the allegations of fact set forth in paragraphs 1 through 49 of the Complaint.

51. The Defendant, Joanne Schulman, is an attorney licensed to practice law in the state of California. Schulman owes a duty to the Plaintiff and any court to properly investigate the facts of a case and to research the appropriate law in the state in which she is attempting to practice law.

52. By filing an improper lis pendens, the Defendants have abused the judicial process of the State of Utah and the legal processes of the Salt Lake County Recorder's Office, which are used to properly track title to property located in Salt Lake County. Said act of the filing of the lis pendens without an interest in the property was improper and was a willful act by the Defendants, both jointly and severally.

53. No civil suit was filed in the state of Utah to justify the recording or the continuation of the lis pendens.

54. The Defendants have acted with the purpose of forcing the Plaintiff to pay a disputed debt to Allison Abizaid when there is no judgment against the Plaintiff.

55. The Plaintiff is entitled to have the Court enter a money judgment against the Defendants awarding the Plaintiff actual, special and general damagers for the Defendants' actions which are an abuse of process.

56. The Plaintiff is also entitled to a reasonable attorney's fees and costs he has incurred by having to prosecute this matter against the Defendants improperly filing a lis pendens pursuant to the provisions of UCA § 38-9-2.

COUNT III

Negligent Investigation of the Law and Facts

57. The Plaintiff realleges and incorporates by this reference all of the allegations of fact set forth in the paragraphs 1 through 56 of the Complaint.

58. Defendant, Joanne Schulman, is negligent in her actions against the Plaintiff and in her representation of the other named Defendant. Joanne Schulman knew, or reasonably should have known, that she could not file a lis pendens against the Plaintiff's property since Allison Abizaid has no interest in the property and there is no case pending in any court which could modify the Plaintiff's ownership interest in the property.

59. If Schulman did not know the laws of the state of Utah, she should have researched the applicable laws to determine if it is proper to file a lis pendens in the manner that was done.

60. The Plaintiff is entitled to a money judgment against Joanne Schulman in an amount to be proven at trial for the Defendant's negligent actions in improperly filing the lis pendens.

61. The Plaintiff is entitled to an award of a reasonable attorney's fee against the Defendant Schulman for having to prosecute this matter.

WHEREFORE, the Plaintiff prays for relief from this Court as follows:

A. For an Order of the Court ordering the Defendants to remove the lis pendens from the Plaintiff's property.

B. For a judgment in favor of the Plaintiff and against the Defendants in the sum of not less than $25,000.00 which represents the actual damages suffered by the Plaintiff due to the Defendants' slandering the title to the Plaintiff's property.

C. For a judgment of not less than $25,000.00 in favor of the Plaintiff and against the Defendants jointly and severally as punitive damages for the Defendants' willful and malicious actions against the Plaintiff's property.

D. For a judgment in favor of the Plaintiff and against the Defendant, Joanne Schulman, in the amount of not less than $10,000.00 which represents the Plaintiff's actual monetary damages suffered due to the Defendant's negligent actions in filing the lis pendens.

E. For a judgment of not less than $25,000.00 in favor of the Plaintiff and against the Defendant, Joanne Schulman, as punitive damages due to the Defendant's willful and/or grossly negligent actions.

F. For a judgment in favor of the Plaintiff and against the Defendants in the sum of not less than $10,000.00 which represent the attorney's fees necessarily and reasonably incurred by the Plaintiff in prosecuting this matter before the Court.

G. For such other relief as is just and equitable in this matter.

DATED this 7th day of December, 1995.

W. Kevin Jackson
Attorney for the Plaintiff

Plaintiff's Address:
David Winters
8948 Cobblecrest Lane
Sandy UT 84093

RECORDER
468-3391

3rd District Court 535-5111

EXHIBIT
1

MARGARET A.GANNON #65877
JOANNE SCHULMAN #83321
1814 Franklin Street, Suite 502
Oakland, CA 94612
(510) 452-1700

Attorneys for ALLISON ABIZAID

6090060
14.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MARGARET A GANNON
REC BY: J JOHNSON DEPUTY - RP

SUPERIOR COURT OF CALIFORNIA

COUNTY OF CONTRA COSTA

In Re The Marriage Of

Petitioner: ALLISON ABIZAID No. D88-06754

and NOTICE OF PENDENCY OF ACTION

Respondent: DAVID WINTERS (Lis Pendens)

PLEASE TAKE NOTICE that the above-entitled action by Petitioner Allison Abizaid against Respondent David Winters affects title to and/or possession of real property in that the object of said lawsuit is among other things the dissolution of marriage of the parties, the division and distribution of their community and quasi-community assets and obligations, including the real property described herein, and the confirmation as appropriate to each party of their separate property.

The real property affected by this suit is community property and is located at 3948 S. Cobble Creek Drive, Murray, Utah, in the County of Salt Lake, and is described as follows:

Lot 96, WILLOW WICK ESTATES NO. 4, according to the official plat thereof, recorded in the office of the County Recorder, County of Salt Lake, State of Utah.

Serial number: 23-02-154-019

Dated: May 18, 1995

ALLISON ABIZAID,
Petitioner

NOTARY:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On May 18th 95 (DATE) before me Carmen Rosario (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Allison J. Abizaid (NAME(S) OF SIGNER(S))

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CARMEN ROSARIO
COMM. # 1047051
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires FEB 6, 1997

WITNESS my hand and official seal.

Carmen Rosario
(SIGNATURE OF NOTARY)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL
☐ CORPORATE OFFICER
_____ (TITLE(S))
☐ PARTNER(S) ☐ LIMITED ☒ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____ (TITLE OR TYPE OF DOCUMENT)
_____ (NUMBER OF PAGES)
_____ (DATE OF DOCUMENT)
_____ (SIGNER(S) OTHER THAN NAMED ABOVE)

LAW OFFICES
JENSEN, DUFFIN, CARMAN, DIBB & JACKSON
INDEPENDENT PROFESSIONAL CORPORATIONS — NOT A PARTNERSHIP
311 SOUTH STATE STREET
SUITE 380
SALT LAKE CITY, UTAH 84111

THOMAS A. DUFFIN, P.C.
J. CRAIG CARMAN, P.C.
JULIAN D. JENSEN, P.C.
BRUCE L. DIBB, P.C.
W. KEVIN JACKSON, P.C.

TELEPHONE
(801) 531-6600
TELECOPIER
(801) 521-3731

October 5, 1995

Joanne Schulman
Leamington Building, Suite 502
1814 Franklin Street
Oakland, CA 94612

Client No: 1343
Case No: D88-06750
Re: Alison Abizaid - David Winters

Dear Ms. Schulman;

I phoned your office on October 4, 1995. I was informed that you would be out of the office the entire day.

I have spoken with my client. He has indicated that he is suffering some financial set backs as a result of the actions of the filing of the lis pendens. On numerous occasions and in prior letters to you, I have indicated my client's distress over this act and I believe that it is illegal under Utah law. I realize that you may claim the right to do so under California law. Unfortunately, the procedural remedies that you claim are not authorized under Utah law and cannot be enforced under the full faith and credit clause of the United States Constitution.

Your actions and the actions of your client constitute the following torts. First, slander of title. Second, abuse of process. Third, malicious prosecution of a claim in a wrongful manner.

I must respectfully demand that the lis pendens be released by your office no later than October 13, 1995. If you fail to act by this date and time, we will consider the matter at an end and commence a legal suit against you and your client for these torts.

If you have any legal basis for your actions, I would appreciate hearing from you so that the matter can be resolved without litigation. If litigation is undertaken, we will also ask for attorney's fees as an element of the damages and which are directly foreseeable in this situation.

I ask that you govern yourself accordingly.

Respectfully,

W. Kevin Jackson
Attorney at Law

WKJ/jj

cc: file
client

PLAINTIFF'S
EXHIBIT
3

LAW OFFICES
JENSEN, DUFFIN, CARMAN, DIBB & JACKSON
INDEPENDENT PROFESSIONAL CORPORATIONS — NOT A PARTNERSHIP
311 SOUTH STATE STREET
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SALT LAKE CITY, UTAH 84111

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JULIAN D. JENSEN, P.C.
BRUCE L. DIBB, P.C.
W. KEVIN JACKSON, P.C.
HANS M. SCHEFFLER, P.C.

TELEPHONE
(801) 531-6600
TELECOPIER
(801) 521-3731

FILE COPY

October 17, 1995

Joanne Schulman
1814 Franklin Street Suite 502
Oakland CA 94612

Client No: 1343
Case No: D88-06570
Re: David Winters Divorce Decree

Dear Joanne:

I received your letter of October 12, 1995. I believe this letter constitutes a new offer on a settlement of the case. I received your letter on October 16, 1995.

Your letter of October 12, 1995, was prepared prior to the October 13, 1995, deadline for releasing the lis pendens. As I have indicated to you before and have asked on several dates and occasions, if you would withdraw this wrongful act on your part.

I will give a few more days for the mail to clear and also for the County Recorders Office to up-date their records. However, if the lis pendens is not released by the prior deadline it was my advise to my client to file suit against you and your client for his damages and attorney's fees. Obviously, we would offset those against any recovery your client may in fact be entitled to.

I note that you are not authorized to practice law in the state of Utah, but you have decided to act unilaterally and without a proper investigation of the facts and a legal basis for your actions. I believe this justifies an award of punitive damages in light of the numerous requests that have been made for you to voluntarily correct this error on your part.

Please govern yourself accordingly.

Respectfully,

W. Kevin Jackson
Attorney at Law

WKJ/kh
cc: file

PLAINTIFF'S EXHIBIT
4

Recorded at Request of ....

at .... M. Fee Paid $ ....

by .... Dep. Book .... Page .... Ref.: ....

Mail tax notice to David R. Winters .... Address 8948 S. Cobble Creek Lane Sandy, UT 84092

QUIT-CLAIM DEED

Allison A. Winters

grantor

of , County of , State of Utah, hereby QUIT-CLAIM to

David R. Winters

grantee

of Salt Lake , County of Salt Lake , State of Utah for the sum of OTHER GOOD AND VALUABLE CONSIDERATIONS AND TEN AND NO/100THS--- DOLLARS,

the following described tract of land in Salt Lake County, State of Utah:

Lot 96, WILLOW WICK ESTATES NO. 4, according to the official plat thereof, recorded in the office of the County Recorder, County of Salt Lake, State of Utah.

Serial number: 28-02-154-019

WITNESS the hand of said grantor s, this TENTH---------------- day of December , A. D. one thousand nine hundred and ninety two

Signed in the presence of

Allison A. Winters

....

....

STATE OF ~~UTAH,~~ CALIFORNIA
County of CONTRA COSTA } ss.

On the 10th----------- day of December A. D. one thousand nine hundred and ninety two personally appeared before me Allison A. Winters -

the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

PAMELA E. MILLER

Tab 5

W. KEVIN JACKSON (1640)
JENSEN, DUFFIN, CARMAN, DIBB & JACKSON
Attorney for Plaintiff
311 South State Street, Suite 380
Salt Lake City, UT 84111-2379
Telephone: (801) 531-6600
Facsimile: (801) 521-3731

IN THE THIRD JUDICIAL DISTRICT COURT

FOR SALT LAKE COUNTY, STATE OF UTAH

ooo0ooo

DAVID WINTERS, Plaintiff, vs. ALLISON ABIZAID AND JOANNE SCHULMAN, individually Defendant.	MOTION FOR THE ENTRY OF AN AN ORDER IMMEDIATELY RELEASING THE LIS PENDENS FILED BY THE DEFENDANTS ON THE PLAINTIFF'S HOME WHICH WAS ACQUIRED AFTER THE DATE OF THE ENTRY OF THE DIVORCE DECREE Case No. 95-090-8521 PI Hon. William A. Thorne Comm.

ooo0ooo

COMES NOW the Plaintiff by and through his attorney of record, W. Kevin Jackson, and hereby moves the above entitled Court for the entry of an Order immediately releasing the lis pendens previously filed by the Defendants on the Plaintiff's home which document was filed in the Salt Lake County Recorder's Office. This motion is based on the records and pleadings in this case and the supporting affidavit of the Plaintiff and his attorney of record W. Kevin Jackson with respect to attorney's fees. This motion is made pursuant to Rules 12, 54, 55, and 56 of the Utah Rules of Civil Procedure. This motion is also supported by a memorandum of points and authorities filed in support thereof.

This motion should be granted by the District Court for the following alternative grounds:

1. The lis pendens constitutes an improper cloud upon the title to the Plaintiff's primary residence which is located in Salt Lake County and which was acquired after the date the parties were divorced in the state of California.

2. By means of a real property conveyance deed dated December 10, 1992, the Defendant, Allison A. Winters, A/K/A Allison Abizaid, quit claimed all of her right, title, and interest in and to said real property to the Plaintiff and has not thereafter acquired an interest (legal or otherwise) in or to said real property.

3. The lis pendens filed by the Defendants purports to be an action relating to the divorce and asserts the jurisdiction of the California Superior Court on property which is situated in Salt Lake County, state of Utah and which is beyond the territorial authority and res jurisdiction of said foreign state court.

4. There has been no civil action filed by either Defendant wherein they attempt to adjudicate the right, title, and interest they may have in and to said real property and which also relates to the lis pendens filed in the Salt Lake County Recorder's Office by said Defendants.

5. There is no judgment or decree entered in the state of California which is entitled the full faith and credit under the United States Constitution as it relates to the present Salt Lake County property. There is no state court action filed or pending which attempts to setaside the Quit Claim Deed of the Plaintiff's former spouse.

6. There is no Order or Decree that has been domesticated in the state of Utah pursuant to the provision of UCA 78-22a-1 to 8 upon which the lis pendens can rely or attach to. This state statute is more commonly known as the Utah Foreign Judgment Act.

7. The actions of the Defendants has resulted in the Plaintiff being subjected to threats of various civil suits on account of his inability to use the home to obtain cash or credit in order to meet his business or personal obligations or undertakings.

8. There is no claim set forth in the pleading that the deed is a forgery or that it was illegally obtained from the Defendant, Allison Abizaid.

9. The alleged affirmative defenses, as asserted by the Defendant Allison Abizaid (Winters) in her answer, are not plead with reasonable particularity and should be stricken. They constitute blanket legal theories or defenses with no supporting facts alleged in support thereof.

10. The Plaintiff is entitled to the relief set forth in UCA 38-9-1 et. seq. due to the slander of title to the home and the Court should impose the statutory penalty on the Defendants joint and severally pending a trial on the merits as to any additional damages and relief that the Plaintiff may be entitled thereto.

11. The Defendant, Joanne Schulman, in her answer to the Plaintiff's complaint asserts various affirmative defenses, but alleges no supporting facts on which to base them. The defenses are not plead with particularity and should be stricken by the Court.

WHEREFORE, the Plaintiff prays for relief as follows:

A. That the Court enter an Order releasing the lis pendens filed by the Defendants in the Salt Lake County Recorder's Office with respect to the assertion of Jurisdiction by the Superior Court of the state of California.

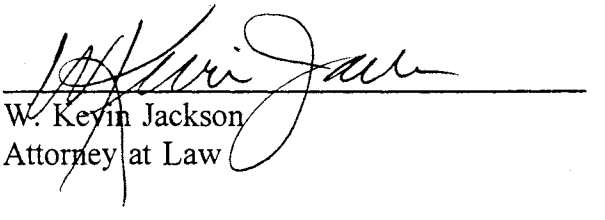
B. That the Plaintiff be awarded his costs, interests, and attorney's fees as provided by law and in the sums set forth in the affidavit of W. Kevin Jackson, Esq.

C. That the Court enter an Order barring the Defendants from filing another lis pendens in the manner in which they have done in this case and without immediately filing a state court action to adjudicate the same.

D. That the Court impose the statutory penalties set forth in UCA 38-9-1 to 8 on the Defendants both jointly and severally subject to an increase at the time of the trial based on the evidence presented to the Court.

E. For such other relief as is just and proper.

DATED this 23rd day of April, 1996.



W. Kevin Jackson
Attorney at Law

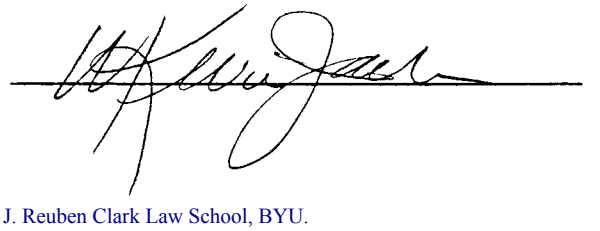
CERTIFICATE OF MAILING

I hereby certify that I mailed a true and correct copy of the foregoing document to the following:

David Berry, Esq.
BERTCH & BIRCH
5296 South Commerce Drive, Suite 100
Salt Lake City, UT 84107

Ellen Maycock, Esq.
50 West 300 South, Suite 800
Salt Lake City, UT 84101

by placing the same in the United States Mail, postage prepaid, this 23rd day of April, 1996.



5/WINT-MOT.ENT

Tab 6

W. KEVIN JACKSON (1640)
JENSEN, DUFFIN, CARMAN, DIBB & JACKSON
Attorney for Plaintiff
311 South State Street, Suite 380
Salt Lake City, UT 84111-2379
Telephone: (801) 531-6600
Facsimile: (801) 521-3731

IN THE THIRD JUDICIAL DISTRICT COURT

FOR SALT LAKE COUNTY, STATE OF UTAH

oooOooo

DAVID WINTERS, Plaintiff, vs. ALLISON ABIZAID AND JOANNE SCHULMAN, individually Defendants.	ATTORNEY'S FEE AFFIDAVIT OF W. KEVIN JACKSON, ESQ. IN SUPPORT OF A MONEY JUDGMENT Case No. 95-090-8521 PI Hon. William A. Thorne

oooOooo

STATE OF UTAH)
:
COUNTY OF SALT LAKE)

Affiant being first duly sworn upon oath, deposes and says as follows:

1. I am the attorney of record for the above identified and described Plaintiff.

2. If called to testify at the time of trial with respect to the issue of my representation of the Plaintiff and the related attorney's fees he has occurred, then my testimony would be as set forth herein.

3. I am a duly licensed member of the Utah State Bar and I am in good standing with said bar and I am fully authorized to practice law in this Court and before the Utah Supreme Court.

4. I am familiar with the records, the pleadings, the proceedings, and the other activities in the above entitled action. I have personally participated in the above entitled proceeding at the request of my client. Said proceedings and professional work has included the preparation of any necessary pleadings, the review potential trial exhibits, the interview of potential witnesses, prepare various letters and correspondence concerning the case, engage in settlement negotiations, attend pretrial hearings when necessary, perform and review legal research, prepare and then edit legal and factual memorandums to the file, undertake factual inquiries and investigations, case evaluation, notes to file, deposition considerations and where necessary, the attendance to Court duties and any necessary hearings relating to the case. These professional services also include matters relating to the eventual appeal of this case.

5. All of the professional fees, costs and expenses incurred by my client or by my office and my staff were necessarily incurred in the prosecution and presentation of my client's case as more fully set forth in the pleadings in this case and which have been filed with the Clerk of the District Court, the Clerk of the Utah Court of Appeals, and the Clerk of the Utah Supreme Court.

6. As a practicing member of the Utah State Bar, I am generally familiar with and have experience in cases similar to this specific proceeding, and as a result I am a familiar with the fees, costs, and expenses necessarily incurred in similar undertakings. Said fees for legal services range from the sum of $90.00 per hour to the sum of $180.00 per hour. A reasonable fee for a paralegal is up to $100.00 per hour and for a legal assistant a reasonable fee is up to $65.00 per hour. It is a common practice in the state of Utah to hire and use paralegals and legal assistants and to provide various services to a client. In this case, I have used one or more legal assistants and paralegals.

7. A reasonable hourly rate for my services in this case is not less than $130.00 per hour

and which is the hourly rate actually charged my client in this matter pursuant to the signed fee agreement.

8. If I had not used and employed paralegals and legal assistants in this case, then the services actually rendered by said professionals would have to have been rendered by an attorney at a greater cost and expense to the client. My contract of employment specifically authorizes the use of legal assistants and paralegals. The use of legal assistants and paralegals in this matter has conserved attorney time and has helped move the case along at less expense to all concerned.

9. All professional services that are claimed in this affidavit have been rendered at my direction and subject to my personal control and direction.

10. That I and my staff of legal professionals have spent a total of 268.10 hours representing my client's interest in this matter by: (i) appearing in Court; (ii) attending necessary hearings; (iii) preparing any necessary pleadings; (iv) reviewing filed pleadings of the various parties; (v) performing legal research as needed; (vi) making phone calls to parties, witnesses, court and opposing counsel; (vii) scheduling matters; (viii) dictating letters and pleadings; and (ix) supervising staff assistance in this matter including the services of the legal assistant and paralegal. This total sum of hours includes only time charged up to the last day of August, 1999, and does not include fees that will be incurred after this date and prior to the scheduled trial in December of 1999.

11. Professional legal services are computed in intervals of three (3) minutes. They are then billed to a client on a monthly or on a periodic basis as set forth in the fee agreement. The billing statement for September, 1999, would normally be available by October 10, 1999.

12. In my opinion, a reasonable attorney's fee for services performed to date of this affidavit is in the sum of not less than $23,000.00 plus any additional legal fees and court costs that

are incurred in collecting on any judgement rendered in this case.

13. Under appropriate governing law including but not limited to UCA 38-9-3 and 4, my client is entitled to contribution and/or reimbursement for a reasonable attorney's fee necessarily incurred in this matter. This includes the filing costs for the appeal and the costs incurred in prosecuting the appeal.

14. It is my custom and practice during the course of each business day to record on daily time slips, the actual time spent representing each client and which describes in detail the nature of the services actually rendered during the day and then to summarize those services and costs at the end of each month in the form of a client billing statement outlining said fees, costs and expenses. A similar practice is employed for any and all paralegal fees and legal assistant fees and costs incurred in a given case. Each billing statement is itemized and describes the specific services rendered each day by each professional.

15. My client is actually indebted to me for the gross amounts of fees and costs claimed in this affidavit without further reduction, offset or compromise.

16. Prior to rendering any substantial services in this case, a written fee agreement was executed by the client which describes the types of legal and professional services to be rendered as well as the rate of compensation to be paid for any services rendered. A copy of this agreement can be made available to the court for an "in camera" inspection to verify the rate of the compensation and the nature of the employment and that there is no other requested legal services.

17. The fees claimed by me in this affidavit are the actual fees owed by my client for the time spent by myself and my office staff in this proceeding pursuant to the written fee agreement.

18. When paralegal fees were charged to my client, the hourly rate for the same was in

the sum of $70.00 per hour and when fees were charges for a legal assistant the hourly rate was $45.00 per hour.

19. I have personally examined and reviewed each monthly or periodic billing statement submitted to my client and they appear to be accurate, complete and correct. The billing statements reflect the statements and the representations contained in this affidavit.

20. The names of all attorneys, paralegals and legal assistants who may have rendered services to my client in this matter are: W. Kevin Jackson, Esq., David Beazer, Esq., Douglas P. Hoyt, Esq, J. S. Jackson, A. M. Lawrence, and S. R. Lawrence. Mr. Lawrence is a law school graduate, but not a member of the Utah bar though he has recently passed the Utah Bar Examination.

21. The fees and costs set forth in this affidavit are based upon a written fee agreement signed by my client and the forgoing fee summary accurately reflects said fee agreement.

22. A monthly summary of the actual legal fees and costs if prepared in this case for this affidavit is attached hereto and incorporated herein by this reference.

23. In determining the formula by which the fee compensation was determined in this matter, the request for professional services and the disclosures to the client included consideration of the following factors: (i) the novelty and the complexity of the issues involved, (ii) the likelihood that the representation will preclude other employment, (iii) the expertise, experience and the reputation of the affiant, (iv) the amount involved and the results that may be or could be obtained, (v) the specific limitations imposed by the client or by the case in general, (vi) the length and the nature of the attorney/client relationship, and (vii) whether the requested fee is fixed or contingent, and (viii) the amount and nature of any travel the case may require.

24. I was admitted to the bar of the State of Utah in September of 1979 and I am not

under any suspension now nor at the time the services were rendered. I am also a member of the American Bar Association.

25. My post high school educational training is as follows: B.S. Finance from the University of Utah (1976); J.D. Law from Brigham Young University (1979); L.L.M. Tax from Boston University (1980).

26. As a direct result of my employment in this matter, I have been required to delay representation in various ongoing matters and I have been unable to accept new employment in my general areas of practice and I have had to refer one or more cases to third parties or other attorneys.

27. As a member of the Utah Bar, I have undertaken representation and practice primarily in the following areas: (i) state and federal tax disputes, (ii) tax litigation, (iii) ERISA, (iv) bankruptcy, (v) domestic law including divorce and paternity cases, (vi) certain forms of business formation, (vii) consumer and commercial contracts, (viii) partnerships, (ix) business litigation, (x) criminal violations of state and federal law involving the various areas of my basic practice, (xi) taxation of illegal aliens, (xii) probate and estate administration, (xiii) wills and trusts, (xiv) U.S. Tax Court proceedings, and (xv) administrative tax proceedings before the Internal Revenue Service and the Utah State Tax Commission.

28. I am authorized to practice law before the following courts: (i) the Utah Supreme Court, (ii) the U.S. District Court, (iii) the U. S. Bankruptcy Court, (iv) the U.S. Tax Court, and (v) the U.S. Court of Appeals for the First and Tenth Circuits.

29. The total amount of legal fees and court costs for this case up through August 30, 1999, is in excess of $31,000.00.

30. I have always maintained in this case that the better legal theory and cause of action

is the statutory claim. The basic claims in the Complaint are all related and arise out of the same set of facts. The bulk of my written communications in this case relate to the release of the Lis Pendens and recovering my client's costs in this case including the penalty sum.

31. I have devoted the larger portion of my time on this statutory cause of action and the bulk of the pleadings filed in this case confirm the same.

32. The costs associated with the original Complaint to the District Court that relate primarily to the statutory cause of action.

33. The costs associated with the original appeal relate primarily to the statutory cause of action.

34. The costs associated with the Defendant's Petition for the issuance of a Writ of Certiori to the Utah Supreme Court was not less than $6,297.00. The only issue before the Supreme Court was the statutory cause of action. The Plaintiff did not seek a review of any other issues. The Defendant prosecuted the Petition for the issuance of the Writ.

35. The costs associated with the Third District Court relates primarily to the statutory cause of action. I previously stated in open court (in the initial hearing on my Motion for partial summary judgment) that if the court granted this relief, then the other legal claims would be waived. No relief was granted by the District Court or conceded by the Defendants when the matter was first considered by the court.

36. I did not seek Summary Judgment on all my cause of actions in my initial Motion to the District Court and moved only to impose liability under the wrongful Lis Pendens filing and the entry of an Order vacating the same.

37. The Defendants either jointly or severally never filed an offer of a money judgment

under Rule 68 of the Utah Rules of Civil Procedure.

38. In the course of this case, I have on repeated occasions and prior to the filing of the civil suit requested, invited and then demanded that the Lis Pendens be released by the attorney and her client. These specific requests include, but is not limited to, letters dated October 5, 1995; October 17, 1995; and March 29, 1996.

39. I intentionally allowed the statutory twenty (20) day period to be exceeded by at least 60 days prior to the filing of the civil suit in the hopes that voluntary compliance would resolve the matter especially when the issue is brought to the Defendant's joint attention. From the time of my first written request to the release of the Lis Pendens on the 11th day of September, 1995, and the filing of the Complaint is about ninety (90) days or more.

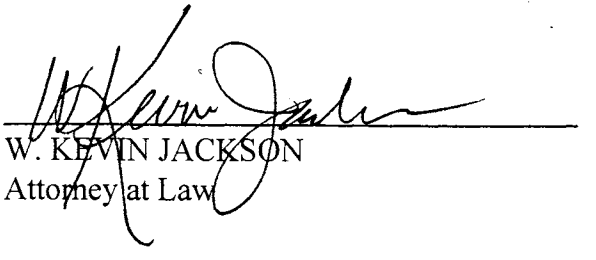
40. The decision to include the Defendant, Ms. Schulman, was based upon her own conduct and her own failure to justify the actions taken in typing up the real property in the manner she specifically advised to be undertaken.

41. The release of the Lis Pendens took over eight (8) months from the date of the first request for its release.

42. Costs in this matter should be allowed to the requesting party as set forth in this party's memorandum of costs and disbursements and by virtue of Rule 54 of the Rules of Civil Procedure.

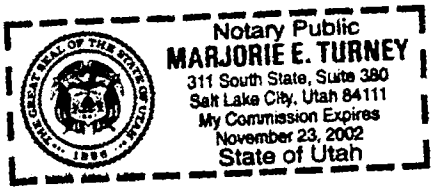
Further affiant sayeth naught.

DATED this 30th day of September, 1999.



W. KEVIN JACKSON
Attorney at Law

SUBSCRIBED and SWORN to before me on this 30th day of September, 1998.



Notary Public
Residing at: Salt Lake County

LEGAL FEE SUMMARY
W. Kevin Jackson, Esq.
for
DAVID WINTERS

Case No. 95-090-8521PI

STATEMENT DATE	ATTORNEY HOURS	PARALEGAL HOURS	LEGAL ASSIST HOURS	MONTHLY FEE
April 1, 1995	1.20	0.00	0.00	$156.00
May 1, 1995	0.00	0.00	0.00	$0.00
June 1, 1995	0.00	0.00	0.00	$0.00
July 1, 1995	0.00	0.00	0.00	$0.00
August 1, 1995	0.00	0.00	0.00	$0.00
September 1, 1995	0.00	0.00	0.00	$0.00
October 1, 1995	5.60	0.00	0.00	$728.00
November 1, 1995	11.50	0.00	0.00	$1,380.00
December 1, 1995	2.55	0.20	0.10	$340.00
January 2, 1996	5.05	0.15	0.80	$703.00
February 1, 1996	5.30	0.00	0.20	$672.00
March 1, 1996	1.40	0.00	0.00	$182.00
April 1, 1996	7.45	0.00	0.30	$943.00
May 1, 1996	30.00	1.00	0.65	$3,999.25
June 1, 1996	0.45	0.00	0.00	$58.50
July 1, 1996	0.10	0.00	0.00	$13.00
August 1, 1996	0.00	0.00	0.00	$0.00
September 1, 1996	0.00	0.00	0.00	$0.00
October 1, 1996	0.20	0.00	0.00	$26.00
November 1, 1996	0.00	0.00	0.00	$0.00
December 1, 1996	0.00	0.00	0.00	$0.00

STATEMENT DATE	ATTORNEY HOURS	PARALEGAL HOURS	LEGAL ASSIST HOURS	MONTHLY FEE
January 1, 1997	0.00	0.00	0.00	$0.00
February 1, 1997	0.00	0.00	0.00	$0.00
March 1, 1997	0.00	0.00	0.00	$0.00
April 1, 1997	0.00	0.00	0.00	$0.00
May 1, 1997	0.00	0.00	0.00	$0.00
June 1, 1997	0.00	0.00	0.00	$0.00
July 1, 1997	0.00	0.00	0.00	$0.00
August 1, 1997	0.00	0.00	0.00	$0.00
September 1, 1997	1.90	0.00	0.00	$247.00
October 1, 1997	1.85	0.00	1.25	$296.75
November 1, 1997	0.85	0.00	0.00	$110.50
December 1, 1997	9.05	2.95	0.35	$1,333.75
January 2, 1998	1.05	0.00	0.00	$136.50
February 2, 1998	1.00	0.00	0.00	$130.00
March 2, 1998	14.80	0.00	0.00	$1,924.00
April 1, 1998	5.95	0.00	0.10	$778.00
May 1, 1998	3.20	0.00	0.20	$425.00
June 1, 1998	3.70	0.00	3.20	$702.50
July 1, 1998	4.40	8.00	0.15	$1,138.75
August 1, 1998	0.30	0.50	0.00	$74.00
August 1, 1998	0.20	2.00	1.10	$215.50
October 1, 1998	9.85	15.90	0.00	$2,393.50
November 1, 1998	17.40	6.25	1.80	$2,780.50
December 2, 1998	17.85	2.45	0.00	$2,492.00

STATEMENT DATE	ATTORNEY HOURS	PARALEGAL HOURS	LEGAL ASSIST HOURS	MONTHLY FEE
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February 1, 1999	0.45	0.00	0.00	$58.50
March 1, 1999	0.00	0.00	0.00	$0.00
April 1, 1999	6.30	0.00	0.00	$819.00
May 1, 1999	2.00	0.00	0.00	$260.00
June 1, 1999	4.30	3.50	0.00	$804.00
July 1, 1999	26.40	5.50	2.00	$3,907.00
August 1, 1999	1.15	0.00	0.00	$149.50
September 1, 1999	2.75	0.00	0.00	$357.50
TOTAL	207.50	48.40	12.20	$30,734.50

Attorney hours @ $130.00/hour
Paralegal hours @ $70.00/hour
Legal assistant hours @ $45.00/hour

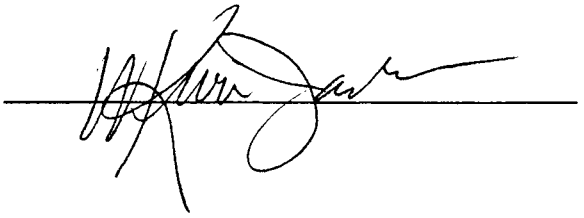
CERTIFICATE OF MAILING

I hereby certify that I mailed a true and correct copy of the foregoing document to the following:

David Berry, Esq.
BERTCH & BIRCH
5296 South Commerce Drive, Suite 100
Salt Lake City, UT 84107

Ellen Maycock, Esq.
50 West 300 South, Suite 800
Salt Lake City, UT 84101

by placing the same in the United States Mail, postage prepaid, this 30th day of September, 1999.



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Tab 7

W. KEVIN JACKSON (1640)
JENSEN, DUFFIN, CARMAN, DIBB & JACKSON
Attorney for Plaintiff
311 South State Street, Suite 380
Salt Lake City, UT 84111-2379
Telephone: (801) 531-6600
Facsimile: (801) 521-3731

IN THE THIRD JUDICIAL DISTRICT COURT

FOR SALT LAKE COUNTY, STATE OF UTAH

ooo0ooo

DAVID WINTERS,	:	SUPPLEMENTAL ATTORNEY'S FEE AFFIDAVIT OF W. KEVIN JACKSON, ESQ. IN SUPPORT OF A MONEY JUDGMENT (December 13, 1999 Trial Date)
Plaintiff,	:	
vs.	:	
	:	Case No. 95-090-8521 PI
ALLISON ABIZAID AND JOANNE SCHULMAN, individually	:	Hon. William A. Thorne
Defendants.	:	

ooo0ooo

STATE OF UTAH)
:
COUNTY OF SALT LAKE)

Affiant being first duly sworn upon oath, deposes and says as follows:

1. I am the attorney of record for the above identified and described Plaintiff.

2. If called to testify at the time of trial with respect to the issue of my representation of the Plaintiff and the related attorney's fees he has occurred, then my testimony would be as set forth herein.

3. I am a duly licensed member of the Utah State Bar and I am in good standing with said bar and I am fully authorized to practice law in this Court and before the Utah Supreme Court.

4. I am familiar with the records, the pleadings, the proceedings, and the other activities in the above entitled action. I have personally participated in the above entitled proceeding at the request of my client. Said proceedings and professional work has included the preparation of any necessary pleadings, the review potential trial exhibits, the interview of potential witnesses, prepare various letters and correspondence concerning the case, engage in settlement negotiations, attend pretrial hearings when necessary, perform and review legal research, prepare and then edit legal and factual memorandums to the file, undertake factual inquiries and investigations, case evaluation, notes to file, deposition considerations and where necessary, the attendance to Court duties and any necessary hearings relating to the case. These professional services also include matters relating to the eventual appeal of this case.

5. All of the professional fees, costs and expenses incurred by my client or by my office and my staff were necessarily incurred in the prosecution and presentation of my client's case as more fully set forth in the pleadings in this case and which have been filed with the Clerk of the District Court, the Clerk of the Utah Court of Appeals, and the Clerk of the Utah Supreme Court.

6. As a practicing member of the Utah State Bar, I am generally familiar with and have experience in cases similar to this specific proceeding, and as a result I am a familiar with the fees, costs, and expenses necessarily incurred in similar undertakings. Said fees for legal services range from the sum of $90.00 per hour to the sum of $180.00 per hour. A reasonable fee for a paralegal is up to $100.00 per hour and for a legal assistant a reasonable fee is up to $65.00 per hour. It is a common practice in the state of Utah to hire and use paralegals and legal assistants and to provide various services to a client. In this case, I have used one or more legal assistants and paralegals.

7. A reasonable hourly rate for my services in this case is not less than $130.00 per hour

and which is the hourly rate actually charged my client in this matter pursuant to the signed fee agreement.

8. If I had not used and employed paralegals and legal assistants in this case, then the services actually rendered by said professionals would have to have been rendered by an attorney at a greater cost and expense to the client. My contract of employment specifically authorizes the use of legal assistants and paralegals. The use of legal assistants and paralegals in this matter has conserved attorney time and has helped move the case along at less expense to all concerned.

9. All professional services that are claimed in this affidavit have been rendered at my direction and subject to my personal control and direction.

10. That I and my staff of legal professionals have spent a total of 313.60 hours representing my client's interest in this matter by: (i) appearing in Court; (ii) attending necessary hearings; (iii) preparing any necessary pleadings; (iv) reviewing filed pleadings of the various parties; (v) performing legal research as needed; (vi) making phone calls to parties, witnesses, court and opposing counsel; (vii) scheduling matters; (viii) dictating letters and pleadings; and (ix) supervising staff assistance in this matter including the services of the legal assistant and paralegal. This total sum of hours includes only time charged up to the 10th day of December, 1999, and does not include fees that will be incurred after this date and prior to the scheduled trial in December of 1999.

11. Professional legal services are computed in intervals of three (3) minutes. They are then billed to a client on a monthly or on a periodic basis as set forth in the fee agreement.

12. In my opinion, a reasonable attorney's fee for services performed to date of this affidavit is in the sum of not less than $35,840.25, plus any additional legal fees and court costs that

are incurred in collecting on any judgement rendered in this case.

13. Under appropriate governing law including but not limited to UCA 38-9-3 and 4, my client is entitled to contribution and/or reimbursement for a reasonable attorney's fee necessarily incurred in this matter. This includes the filing costs for the appeal and the costs incurred in prosecuting the appeal.

14. It is my custom and practice during the course of each business day to record on daily time slips, the actual time spent representing each client and which describes in detail the nature of the services actually rendered during the day and then to summarize those services and costs at the end of each month in the form of a client billing statement outlining said fees, costs and expenses. A similar practice is employed for any and all paralegal fees and legal assistant fees and costs incurred in a given case. Each billing statement is itemized and describes the specific services rendered each day by each professional.

15. My client is actually indebted to me for the gross amounts of fees and costs claimed in this affidavit without further reduction, offset or compromise.

16. Prior to rendering any substantial services in this case, a written fee agreement was executed by the client which describes the types of legal and professional services to be rendered as well as the rate of compensation to be paid for any services rendered. A copy of this agreement can be made available to the court for an "in camera" inspection to verify the rate of the compensation and the nature of the employment and that there is no other requested legal services.

17. The fees claimed by me in this affidavit are the actual fees owed by my client for the time spent by myself and my office staff in this proceeding pursuant to the written fee agreement.

18. When paralegal fees were charged to my client, the hourly rate for the same was in

the sum of $70.00 per hour and when fees were charges for a legal assistant the hourly rate was $45.00 per hour.

19. I have personally examined and reviewed each monthly or periodic billing statement submitted to my client and they appear to be accurate, complete and correct. The billing statements reflect the statements and the representations contained in this affidavit.

20. The names of all attorneys, paralegals and legal assistants who may have rendered services to my client in this matter are: W. Kevin Jackson, Esq., David Beazer, Esq., Douglas P. Hoyt, Esq, J. S. Jackson, A. M. Lawrence, and S. R. Lawrence. Mr. Lawrence is a law school graduate and is a member of the Utah Bar.

21. The fees and costs set forth in this affidavit are based upon a written fee agreement signed by my client and the forgoing fee summary accurately reflects said fee agreement.

22. A monthly summary of the actual legal fees and costs if prepared in this case for this affidavit is attached hereto and incorporated herein by this reference.

23. In determining the formula by which the fee compensation was determined in this matter, the request for professional services and the disclosures to the client included consideration of the following factors: (i) the novelty and the complexity of the issues involved, (ii) the likelihood that the representation will preclude other employment, (iii) the expertise, experience and the reputation of the affiant, (iv) the amount involved and the results that may be or could be obtained, (v) the specific limitations imposed by the client or by the case in general, (vi) the length and the nature of the attorney/client relationship, and (vii) whether the requested fee is fixed or contingent, and (viii) the amount and nature of any travel the case may require.

24. I was admitted to the bar of the State of Utah in September of 1979 and I am not

under any suspension now nor at the time the services were rendered. I am also a member of the American Bar Association.

25. My post high school educational training is as follows: B.S. Finance from the University of Utah (1976); J.D. Law from Brigham Young University (1979); L.L.M. Tax from Boston University (1980).

26. As a direct result of my employment in this matter, I have been required to delay representation in various ongoing matters and I have been unable to accept new employment in my general areas of practice and I have had to refer one or more cases to third parties or other attorneys.

27. As a member of the Utah Bar, I have undertaken representation and practice primarily in the following areas: (i) state and federal tax disputes, (ii) tax litigation, (iii) ERISA, (iv) bankruptcy, (v) domestic law including divorce and paternity cases, (vi) certain forms of business formation, (vii) consumer and commercial contracts, (viii) partnerships, (ix) business litigation, (x) criminal violations of state and federal law involving the various areas of my basic practice, (xi) taxation of illegal aliens, (xii) probate and estate administration, (xiii) wills and trusts, (xiv) U.S. Tax Court proceedings, and (xv) administrative tax proceedings before the Internal Revenue Service and the Utah State Tax Commission.

28. I am authorized to practice law before the following courts: (i) the Utah Supreme Court, (ii) the U.S. District Court, (iii) the U. S. Bankruptcy Court, (iv) the U.S. Tax Court, and (v) the U.S. Court of Appeals for the First and Tenth Circuits.

29. I have always maintained in this case that the better legal theory and cause of action is the statutory claim. The basic claims in the Complaint are all related and arise out of the same set of facts. The bulk of my written communications in this case relate to the release of the Lis Pendens

and recovering my client's costs in this case including the penalty sum.

30. I have devoted the larger portion of my time on this statutory cause of action and the bulk of the pleadings filed in this case confirm the same.

31. The costs associated with the original Complaint to the District Court that relate primarily to the statutory cause of action.

32. The costs associated with the original appeal relate primarily to the statutory cause of action.

33. The costs and fees associated with the Defendant's Petition for the issuance of a Writ of Certiori to the Utah Supreme Court was not less than $6,297.00. The only issue before the Supreme Court was the statutory cause of action. The Plaintiff did not seek a review of any other issues. The Defendant prosecuted the Petition for the issuance of the Writ.

34. The costs associated with the Third District Court relates primarily to the statutory cause of action. I previously stated in open court (in the initial hearing on my Motion for partial summary judgment) that if the court granted this relief, then the other legal claims would be waived. No relief was granted by the District Court or conceded by the Defendants when the matter was first considered by the court.

35. I did not seek Summary Judgment on all my cause of actions in my initial Motion to the District Court and moved only to impose liability under the wrongful Lis Pendens filing and the entry of an Order vacating the same.

36. The Defendants either jointly or severally never filed an offer of a money judgment under Rule 68 of the Utah Rules of Civil Procedure.

37. In the course of this case, I have on repeated occasions and prior to the filing of the

civil suit requested, invited and then demanded that the Lis Pendens be released by the attorney and her client. These specific requests include, but is not limited to, letters dated October 5, 1995; October 17, 1995; and March 29, 1996.

38. I intentionally allowed the statutory twenty (20) day period to be exceeded by at least 60 days prior to the filing of the civil suit in the hopes that voluntary compliance would resolve the matter especially when the issue is brought to the Defendant's joint attention. From the time of my first written request to the release of the Lis Pendens on the 11th day of September, 1995, and the filing of the Complaint is about ninety (90) days or more.

39. The decision to include the Defendant, Ms. Schulman, was based upon her own conduct and her own failure to justify the actions taken in typing up the real property in the manner she specifically advised to be undertaken.

40. The release of the Lis Pendens took over eight (8) months from the date of the first request for its release.

41. Costs in this matter should be allowed to the requesting party as set forth in this party's memorandum of costs and disbursements and by virtue of Rule 54 of the Rules of Civil Procedure.

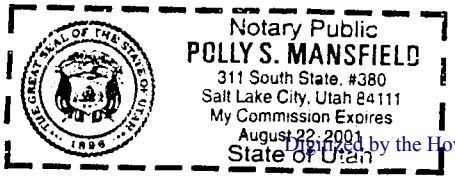
Further affiant sayeth naught.

DATED this 10th day of December, 1999.

W. KEVIN JACKSON
Attorney at Law

SUBSCRIBED and SWORN to before me on this 10th day of December, 1999.

Notary Public



LEGAL FEE SUMMARY
W. Kevin Jackson, Esq.
for
DAVID WINTERS

Case No. 95-090-8521PI

STATEMENT DATE	ATTORNEY HOURS	PARALEGAL HOURS	LEGAL ASSIST HOURS	MONTHLY FEE
April 1, 1995	1.20	0.00	0.00	$156.00
May 1, 1995	0.00	0.00	0.00	$0.00
June 1, 1995	0.00	0.00	0.00	$0.00
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September 1, 1996	0.00	0.00	0.00	$0.00
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June 1, 1997	0.00	0.00	0.00	$0.00
July 1, 1997	0.00	0.00	0.00	$0.00
August 1, 1997	0.00	0.00	0.00	$0.00
September 1, 1997	1.90	0.00	0.00	$247.00
October 1, 1997	1.85	0.00	1.25	$296.75
November 1, 1997	0.85	0.00	0.00	$110.50
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August 1, 1999	1.15	0.00	0.00	$149.50
September 1, 1999	2.75	0.00	0.00	$357.50
October 1, 1999	8.60	1.70	3.00	$1,372.00
November 1, 1999	8.60	3.50	0.00	$1,363.00
December 1, 1999	4.60	0.00	0.00	$598.00
Including month of December 10, 1999	12.65	0.00	2.85	$1,772.75
TOTAL	241.95	53.60	18.05	$35,840.25

Attorney hours @ $130.00/hour
Paralegal hours @ $70.00/hour
Legal assistant hours @ $45.00/hour

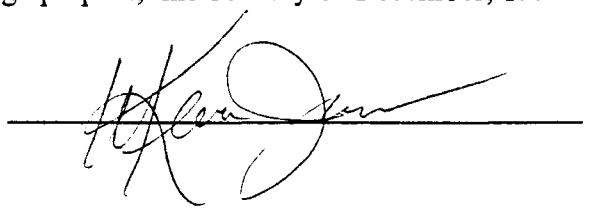
CERTIFICATE OF MAILING

I hereby certify that I mailed a true and correct copy of the foregoing document to the following:

David Berry, Esq.
BERTCH & BIRCH
5296 South Commerce Drive, Suite 100
Salt Lake City, UT 84107

Ellen Maycock, Esq.
50 West 300 South, Suite 800
Salt Lake City, UT 84101

by placing the same in the United States Mail, postage prepaid, this 10th day of December, 1999.



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Tab 8

THIRD DISTRICT COURT - SLC
SALT LAKE COUNTY, STATE OF UTAH

DAVID WINTERS Plaintiff vs. ALLISON ABIZAID Defendant	EXHIBIT LIST Case No: 950908521 Judge: WILLIAM A. THORNE Date:

ELLEN MAYCOCK Attorney for the Defendant
ELLEN MAYCOCK Attorney for the Defendant
DAVID C WRIGHT Attorney for the Defendant
W KEVIN JACKSON Attorney for the Plaintiff

NO.	PARTY	DESCRIPTION	OFF	REC	REF	WDN	ADV	SUB
1	P1	DIVORCE FILING COVER SHEET	Y	Y				
2	P2	NOTICE OF PENDENCY OF ACTION	Y	Y				
3	P3	RETAINER AGREEMENT	Y	Y				
4	P4	FEE RETAINER AGREEMENT	Y	Y				
5	P5	ATTORNEY BILLINGS (MR. GORDON)	Y	Y				
6	P6	SUMMARY OF OUT-OF-POCKET COSTS	Y	Y				
7	P7	COPY OF CHECKS TO ATTORNEY	Y	Y				
8	P8	SUMMARY LEGAL CHARGES NOT RELATED S	Y	Y				
9	P9	BILLING STATEMENT	Y	Y				
10	P10	COSTS OF LITIGATION (CALIFORNIA)	Y	Y				
11	P11	OUT OF POCKET EXPENSES	Y	Y				
12	P12	SUPPLEMENTAL ATTORNEY FEE AFFIDAVIT	Y	Y				
13	D1	COPY OF DIVORCE DECREE	Y	Y				
14	D2	NOTICE OF PENDENCY (LIS PENDENS)	Y	Y				
15	D3	LETTER FROM JOANNE SCHULMAN	Y	Y				

THIRD DISTRICT COURT - SLC
SALT LAKE COUNTY, STATE OF UTAH

DAVID WINTERS Plaintiff vs. ALLISON ABIZAID Defendant	EXHIBIT LIST Case No: 950908521 Judge: WILLIAM A. THORNE Date:

16	D4	NOTICE OF MOTION	Y	Y
17	D5	LETTER TO MR. JACKSON FROM SCHULMAN	Y	Y
18	D6	PETITIONER'S TRIAL BRIEF	Y	Y
19	D7	COMPLAINT FOR DAMAGES	Y	Y
20	D8	SUBSTITUTION OF ATTORNEYS	Y	Y
21	D9	POINTS AND AUTHORITIES	Y	Y
22	D10	RESPONSIVE DECLARTION TO OSC	Y	Y
23	D11	MINUTE ORDER	Y	Y
24	D12	FAMILY LAW MINUTE ORDER	Y	Y
25	D13	PLAINTIFFS AFFIDAVIT IN SUPPORT OF	Y	Y
26	D14	PLAINTIFFS MEMORANDUM	Y	Y
27	D15	PLAINTIFFS REPLY MEMORANDUM	Y	Y
28	D16	NOTICE OF APPEAL	Y	Y
29	D17	DOCKETING STATEMENT	Y	Y
30	D18	PROOF OF SERVICE	Y	Y

signature

THIRD DISTRICT COURT - SLC
SALT LAKE COUNTY, STATE OF UTAH

DAVID WINTERS Plaintiff vs. ALLISON ABIZAID Defendant	EXHIBIT LIST Case No: 950908521 Judge: WILLIAM A. THORNE Date:

OFF = Offered
REC = Received
REF = Refused
WDN = Withdrawn
ADV = Under Advisement
SUB = Original Substituted

Tab 9

MARGARET A.GANNON #65877
JOANNE SCHULMAN #83821
1814 Franklin Street, Suite 502
Oakland, CA 94612
(510) 452-1700

Attorneys for ALLISON ABIZAID

SUPERIOR COURT OF CALIFORNIA

COUNTY OF CONTRA COSTA

In Re The Marriage Of

Petitioner: ALLISON ABIZAID No. D88-06750

and NOTICE OF PENDENCY OF ACTION

Respondent: DAVID WINTERS (Lis Pendens)

_____/

PLEASE TAKE NOTICE that the above-entitled action by Petitioner Allison Abizaid against Respondent David Wintars affects title to and/or possession of real property in that the object of said lawsuit is among other things the dissolution of marriage of the parties, the division and distribution of their community and quasi-community assets and obligations, including the real property described herein, and the confirmation as appropriate to each party of their separate property.

The real property affected by this suit is community property and is located at 8948 S. Cobble Creek Lane, Sandy, Utah, in the County of Salt Lake, and is described as follows:

Lot 96, WILLOW WICK ESTATES NO. 4, according to the official plat thereof, recorded in the office of the County Recorder, County of Salt Lake, State of Utah.

Serial number: 28-02-154-019

Dated: May 18, 1995

Allison Abizaid
ALLISON ABIZAID,
Petitioner

NOTARY:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Contra Costa

On May 18th 95 (DATE) before me, Carmen Rosario (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Allison J. Abizaid (NAME(S) OF SIGNER(S))

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CARMEN ROSARIO
COMM. # 1049060
Notary Public — California
CONTRA COSTA COUNTY
My Comm. Expires FEB 6, 1999

WITNESS my hand and official seal.

Carmen Rosario
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL
☐ CORPORATE OFFICER

_____ TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☒ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

BK 7159 PG 0696

Tab 10

LAW OFFICES OF
JONATHAN D. GORDON
140 Mayhew Way, Suite 1001
Pleasant Hill, CA 94523
(510) 284-1901

PLAINTIFF'S EXHIBIT 3

December 28, 1995

Mr. David Winters
8948 S Cobblecrest Circle
Sandy, Utah 84093

RE: **Marriage of Winters, Allison and David**
Contra Costa County Superior Court Action No. D88-06750

Dear Dave:

Enclosed please find the following for your review and signature: Fee Retainer and Agreement, original and copy; As we discussed, the $2,500.00 attorney fee covers the expense of filing your Response and preparing paperwork required if the case is settled with no more than one court hearing. If additional work is required after one court hearing, or additional hearings or motions are required, such work will be billed at the rate of $175.00 per hour.

Please review the Fee Retainer and Agreement and if it meets with your approval, please sign, date, and return it to me in the envelope provided.

Enclosed please find the following for your records and file: Responsive Declaration to Order to Show Cause or Notice of Motion and Points and Authorities in Opposition to Petitioner's Claims for Reimbursement, Sanctions, Etc. which I prepared, filed and served on your behalf.

Thank you for your patronage; it is appreciated.

Very truly yours,

LAW OFFICES OF JONATHAN D. GORDON

Jonathan D. Gordon

JDG/sg
encls.

Tab 11

COPY

FEE RETAINER AGREEMENT

THIS IS AN AGREEMENT BETWEEN DAVID WINTERS, hereinafter referred to as "Client", and JONATHAN D. GORDON, ESQUIRE, hereinafter referred to as "Attorney", entered into on the date set forth below.

1. Matter Covered: Client hereby retains and employs Attorney and Attorney agrees to represent Client, in connection with the following:

Oppsition to Motion to Enforce Dissolution of Marriage Judgment

2. Fees: Client has agreed to pay a minimum attorney's fee of $ 2,500.00 which shall be applied against attorney's fees and costs as earned and incurred.

It is hereby acknowledged by Client that this sum is an initial estimate and that actual attorney's fees incurred in representing Client may be significantly higher at the time of final billing based upon the complexities of the matter, the nature of the services rendered and the number of the hours required to conclude client's matter.

3. Rate: The hourly billing rate for an attorney in our firm is presently $175.00 per hour. We increase these billing rates periodically, and applicable hourly billing rates are those in effect at the time that the services are performed.

4. Authorization: Client hereby authorizes Attorney to associate other attorneys, and to hire such expert witnesses, investigators, and other individual assistants or firms that Attorney deems necessary to the proper handling of Client's action. Client further authorizes Attorney to incur such additional litigation costs as Attorney deems necessary to the proper handling of Client's action.

5. Costs: Client's responsibility for costs shall be in addition to the amount required for payment of attorney fees. At all stages of the proceedings, Client agrees to pay all costs and disbursements incurred by Attorney for the preparation and prosecution of legal action on Client's claim. All costs shall be paid by Client promptly. If Attorney advances any costs, Attorney will bill Client for the same, and Client agrees to promptly reimburse Attorney.

6. Terms of Payment: Statements of Account for services rendered and costs advanced will be submitted periodically. In the absence of any written objection thereto within 30 days of the date of the statement, Client will be deemed to have accepted the statement as correct. Unless other prior arrangements are made with Mr. Gordon, Client agrees to pay the total amount billed upon receipt of the Statement of Account.

7. Interest Charge on Outstanding Balance. If Client fails to pay the Statement of Account in full when due, Client agrees to pay monthly interest charge equal to 1 1/2 percent per month (18 % per annum) of the outstanding balance due as liquidated damages.

8. Late Charge. Client agrees to pay as liquidated damages a late charge in the sum of $10.00 if no payment is tendered to Attorney within 30 days of the date of the Statement of Account.

9. Delinquent Payments/Attorney's Right to Withdraw: In the event that Client becomes delinquent in the payment of billings rendered by Attorney for 60 days or more from the date of the last billing, Client agrees that Attorney shall have the right to withdraw: Further, Client agrees to sign a stipulation permitting Attorney to withdraw as counsel of record in the above matter.

10. Sanctions: If Attorney seeks an award of attorney fees and costs as sanctions against a party litigant and/or their attorney, and if such sanctions are awarded, such award shall be paid to Attorney in addition to and not in lieu of the other attorney's fees and costs provided for hereinabove.

11. Client Termination of Agreement: Client shall have the right to terminate Attorney's services at any time; provided, however, that in such event, all sums due Attorney for fees and/or costs shall immediately become due and payable by Client.

12. Litigation Outcome Uncertain/Disclaimer of Guarantee: It is hereby expressly acknowledged by Client that the outcome of litigation is always uncertain. Nothing in this retainer agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the possible outcome of Client's matter are expressions of opinion only.

Attorney does not maintain errors and omissions coverage applicable to the services to be rendered under this Retainer Agreement. Business & Professions Code Section 6147. Attorney is not a shareholder or employee of a law corporation. Attorney has not filed a written disclosure guarantee with the State Bar. This disclosure is substituted therefor.

13. Agreement Read and Understood by Client: Client hereby acknowledges that before signing this Agreement (he/she) has read the Agreement in its entirety and understands its terms and provisions and agrees to be bound by such terms and provisions.

14. Copy Received by Client: Client acknowledges receipt of a copy of this Agreement concurrently with Client's execution thereof.

Entered into at Pleasant Hill, California, on _____, 19____.

ATTORNEY

_____

Jonathan D. Gordon
Attorney at Law
140 Mayhew Way, Suite 1001
Pleasant Hill, CA 94523
(510) 284-1901

CLIENT

David R. Winters

DAVID R. WINTERS
Telephone: _____

Tab 12

JONATHAN D. GORDON
Attorney at Law
140 Mayhew Way, Suite 1001
Pleasant Hill, CA 94523
(510) 284-1901

PLAINTIFF'S EXHIBIT 5

:ly Rate: Legal services are rendered at the rate of $200.00 per hour
est Charges: All outstanding balances shall be subject to an interest charge of 18% per annum from the date that payment is due until the balance is paid in full.
/Sevice Charges: All balances not paid in full within 10 days of the date of the invoice shall be subject to a late charge of $10.00. A service charge of $10.00 shall also apply for each month that the total outstanding balance is not paid in full.
MENT DUE: FULL PAYMENT OF THE OUTSTANDING BALANCE IS DUE 10 DAYS FROM THE DATE OF THIS STATEMENT OF ACCOUNT

STATEMENT OF ACCOUNT

June 1, 1996

510-646-2127
D 88-06750 ALLISON WINTERS
ALLISON ABIZAID

Mr. David Winters
8948 South Cobblecrest Circle
Sandy, Utah 84093

BOB GATLIN - RECORDER (HEAD)
646-2436

SETTLEMENT ONLY
JUDGES FINAL RULING
FORMAL REQUEST FOR FINAL RULING
646-4008

SERVICES RENDERED:

Researched and prepared points and authorities regarding release of Lis Pendens, reviewed points and authorities from petitioner's counsel, appeared in court for hearing on 4-19-96; 8.25 hours $1,650.00

Telephone calls to opposing counsel, preparation and filing of peremptory challenge to Judge Simons; 2.5 hours $ 500.00

Research and preparation of motion to continue attorney fee hearing; ex parte application for order shortening time to hear Motion to Continue (5/29/96); 8.25 hours $1,650.00

Preparation for hearing on 5/31/96, preparation of Income and Expense Declaration, meeting with client, court appearance on 5/31/96; 6.0 hours 11:49 Am $1,200.00

COSTS:

Reporter's Fees (4/12/96) (Court would not accept out of state check) $ 82.50
Reporter's Fees (transcript of petitioner's testimony) $ 155.00

BALANCE: $5,237.50

Discount (good if billing paid within 10 days) $2,400.00

OUTSTANDING BALANCE: (if paid within 10 days): $2,837.50

RE-SENT 6-19-96

Paid 9/5/96
Remaining Balance

DINA HOLLAND - REPORTER
(510- ~~724-1574~~)
646-4141 (4-19-96)

~~510~~
CHRIS WESNER

Tab 13

SUMMARY OF THE PLAINTIFF'S OUT-OF-POCKET COSTS FOR LIS PENDENS LITIGATION

DAVID WINTERS v. JOANNE SCHULMAN
Case No. 95-090-8521PI

NO.	DATE	DESCRIPTION	AMOUNT
1	September 13, 1995	Certified copy of the Transcript of Dissolution of the marriage.	$11.00
2	April 22,1996	Cost of obtaining a copy of the Notice of Lis Pendens (certified).	$8.00
3	June 1, 1996	Jonathan Gordon's charge of $1,650.00 for legal services in California over release of the Notice of Lis Pendens.	$1,650.00
3	November 5, 1997	Cost of obtaining a certified copy of the Release of the Lis Pendens.	$6.00
4	October, 1997	Copy of Transcript of California hearing dated May 31, 1996 (transcript filed with the Third District Court).	$40.00
5	March 14, 1996	Copy of costs for hearing in California relating to the Lis Pendens.	$75.82
6	August 17, 1995	Title Report fee showing recorded Notice of Lis Pendens.	$300.00
		TOTAL	$2,090.82

NOTE: The above figures are without any interest at 10% per annum.

9/WINT-CST.SUM

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA

RECEIPT FOR FEE PAYMENT

RECEIPT #: 476544 $11.00

Case: R-95/12/55 CLERK: BF [illegible]
Title: VS.
For: CERT. COPY OF DISSOLUTION RECORT (JUDGMENT)
RESEARCH D88-06750

Check Rec: $11.00 Cash Rec: $0.00 Change Due: [illegible]

JONATHAN D. GORDON
Attorney at Law
140 Mayhew Way, Suite 1001
Pleasant Hill, CA 94523
(510) 284-1901

y Rate: Legal services are rendered at the rate of $200.00 per hour.
est Charges: All outstanding balances shall be subject to an interest charge of 18% per annum from the date that payment is due until the balance is paid in full.
Sevice Charges: All balances not paid in full within 10 days of the date of the invoice shall be subject to a late charge of $10.00. A service charge of $10.00 shall also apply for each month that the total outstanding balance is not paid in full.
MENT DUE: FULL PAYMENT OF THE OUTSTANDING BALANCE IS DUE 10 DAYS FROM THE DATE OF THIS STATEMENT OF ACCOUNT

STATEMENT OF ACCOUNT

June 1, 1996

510-646-2127
D 88-06750 ALLISON WINTERS
ALLISON ABIZAID

Mr. David Winters
8948 South Cobblecrest Circle
Sandy, Utah 84093

BOB GATLIN - RECORDER (HEAD)
646-2436

SETTLEMENT ONLY

JUDGES FINAL RULING
FORMAL REQUEST FOR FINAL RULING
646-4008

SERVICES RENDERED:

Researched and prepared points and authorities regarding release of Lis Pendens, reviewed points and authorities from petitioner's counsel, appeared in court for hearing on 4-19-96; 8.25 hours $1,650.00

Telephone calls to opposing counsel, preparation and filing of peremptory challenge to Judge Simons; 2.5 hours $ 500.00

Research and preparation of motion to continue attorney fee hearing; ex parte application for order shortening time to hear Motion to Continue (5/29/96); 8.25 hours $1,650.00

Preparation for hearing on 5/31/96, preparation of Income and Expense Declaration, meeting with client, court appearance on 5/31/96; 6.0 hours 11:49 Am $1,200.00

COSTS:

Reporter's Fees (4/12/96) (Court would not accept out of state check) $ 82.50
Reporter's Fees (transcript of petitioner's testimony) $ 155.00

BALANCE: $5,237.50

Discount (good if billing paid within 10 days) $2,400.00

OUTSTANDING BALANCE: (if paid within 10 days): $2,837.50

RE-SENT 6-19-96

Paid 9/5/96
Remaining Balance

DINA HOLLAND - REPORTER
(510- ~~724-1574~~)
646-4141 (4-19-96)

~~510-~~
CHRIS WESNER

JONATHAN D. GORDON
Attorney at Law
140 Mayhew Way, Suite 1001
Pleasant Hill, CA 94523
(510) 284-1901

rly Rate: Legal services are rendered at the rate of **$175.00 per hour.**
rest Charges: All outstanding balances shall be subject to an interest charge of 18% per annum from the date that payment is due until the balance is paid in fulll.
e/Sevice Charges: All balances not paid in full within 10 days of the date of the invoice shall be subject to a late charge of $10.00. A service charge of $10.00 shall also apply for each month that the total outstanding balance is not paid in fulll.
'MENT DUE: **FULL PAYMENT OF THE OUTSTANDING BALANCE IS DUE 10 DAYS FROM THE DATE OF THIS STATEMENT OF ACCOUNT**

STATEMENT OF ACCOUNT

/OICE DATE: 3/14/96

Mr. David Winters
8948 South Cobblecrest Circle
Sandy, Utah 84093

SERVICES RENDERED:

vices rendered since 12-29-95 hearing to date: telephone conferences with client, osing attorney, review of documents and correspondence; 6.5 hours	$1,137.50
VANCE RETAINER REQIURED FOR April 12, 1996 COURT HEARING:	$2,000.00

EXPENSES AND COSTS INCURRED:

otocopies at $0.50 each:	21.00
ephone Charges:	44.16
stage:	10.66

OUTSTANDING BALANCE:

al Outstanding Balance:	$3,213.32

GUARDIAN STATE BANK

August 6, 1996

To Whom it may concern;

Guardian State Bank denied a credit request from David Winters due to a Liz Pendens which appeared on the Preliminary Title Report we received.

If you have any questions regarding this matter, please feel free to call me.

Sincerely,

Diane Stewart

Diane Stewart
Vice President/Manager

City Center
2 East 200 South
.lt Lake City, Utah
84111
(801) 531-3400

South Valley
West 5400 South
lt Lake City, Utah
84118
(801) 966-3333

Cottonwood
11 Blackstone Dr.
lt Lake City, Utah
84121
(801) 943-9738

Sandy
West 9000 South
Sandy, Utah
84070
(801) 566-9700

ah) - 90
age Commitment

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Salt Lake Title & Escrow Company

at "THE WOODLANDS"
4001 SOUTH 700 EAST, SUITE 50 • SALT LAKE CITY, UTAH 84107
(801) 268-0400

ORDER NO.: 00022276

GUARDIAN STATE BANK

2011 EAST BLACKSTONE ROAD
SALT LAKE CITY, UTAH 84121

ATTENTION: DIANE

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions on the inside cover page.

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY Parker S. Kennedy PRESIDENT

ATTEST Mark R. Arneson SECRETARY

COUNTERSIGNED

BY

FIRST AMERICAN TITLE INSURANCE COMPANY
INCORPORATED
SEPTEMBER 24, 1968
CALIFORNIA

14-A (1982) -
Language Commitment

SCHEDULE A

1. **Commitment Date:** August 17, 1995 at 8:00 a.m. **Commitment No:** 00022276

2. Policy or Policies to be issued: **Policy Amount**

(a) Owners Policy $
Proposed Insured:

(b) XX Loan Policy $ 30,000.00
Proposed Insured: GUARDIAN STATE BANK

(c) $

3. FEE SIMPLE interest in the land described in this Commitment is owned, at the Commitment Date, by DAVID R. WINTERS

4. The land referred to in this Commitment is described as follows:

Sidwell No.: 28-02-154-019

Lot 96, WILLOW WICK ESTATES NO. 4, according to the offficial plat thereof, recorded in the office of the County Recorder, County of Salt Lake, State of Utah.

SITUATE IN SALT LAKE COUNTY, UTAH

ADDRESS: 8948 SOUTH COBBLE CREST LANE
SANDY, UTAH 84093

Premium For Loan Policy - $300.00

FILE NO.: 00022278 SCHEDULE B - Section 1

Requirements

ıe following requirements must be met:

) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

)) Pay us the premiums, fees and charges for the policy.

:) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

e) Release(s) or Reconveyance(s) of item(s) 13 AND 15

f) Other 1. Pay all taxes, charges and assessments levied and assessed against subject property which are due and payable, including homeowners association fees, if applicable.

(g) You must give us the following information:

1. Any off record leases, surveys, etc.

2. Statement(s) of identity, all parties.

3. Other

NONE

FILE NO.: 00022276

SCHEDULE B - SECTION 2
Exceptions

12. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Dated:	March 29, 1976
Recorded:	April 23, 1976
Entry No.:	2807662
Book:	4177
Page:	253

13. TRUST DEED

Dated:	February 4, 1977
Trustor:	Mark F. Zahler and Tracy B. Zahler, husband and wife
Amount:	$53,000.00
Trustee:	Western Savings and Loan Company
Beneficiary:	Western Savings and Loan Company
Recorded:	March 7, 1977
Entry No.:	2915815
Book No.:	4457
Page No.:	552

14. TRUST DEED

Dated:	February 21, 1995
Trustor:	David R. Winters, an Unmarried man
Amount:	$160,000.00
Trustee:	Guardian Title Company of Utah
Beneficiary:	Countrywide Funding Corporation
Recorded:	February 27, 1995
Entry No.:	6029901
Book No.:	7107
Page No.:	2663

15. The effects of that certain Notice of Pendency of Action (Lis Pendens) in reference to the Marriage of Allison Abizaid, Petitioner and David Winters, Respondent, from the Superior Court of California, County of Contra Costa, under Case No. D88-06750; dated May 18, 1995 and recorded May 30, 1995 as Entry No. 6090065 in Book 7159 at Page 694 of Official Records. (SEE COPY ATTACHED FOR PARTICULARS)

The following name(s) have been checked for judgments, State and

FILE NO.: 00022276

SCHEDULE B - SECTION 2
Exceptions

Federal Tax Liens and Bankruptcies in the appropriate records and if any were found that would constitute a lien on the subject property, they are shown as an exception above.

DAVID R. WINTERS
ALLISON A. WINTERS

NOTE: Standard Exception Nos. 1 through 7 will be deleted in the ALTA Lender's Policy if committed for in Paragraph 2 (b) of Schedule A hereof.

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR. A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

NOTE: IN THE EVENT THE TRANSACTION FOR WHICH THIS COMMITMENT WAS ORDERED "CANCELS", THE MINIMUM CANCELLATION FEE WILL BE $120.00, WHICH IS THE CURRENT MINIMUM FILED RATE BY FIRST AMERICAN TITLE INSURANCE COMPANY, THE UNDERWRITER FOR SALT LAKE TITLE & ESCROW COMPANY.

Tab 14

SUMMARY OF PAYMENTS MADE TO W. KEVIN JACKSON BY DAVID WINTERS FOR LEGAL SERVICES

(Interest on Diverted Funds)

DAVID WINTERS v. JOANNE SCHULMAN
Case No. 95-090-8521PI

NO.	DATE	CHECK NO.	DESCRIPTION	DAMAGE AMOUNT	NUMBER OF MONTHS*	RATE	AMOUNT
1	07-11-95	1130	Legal Services	$100.00	53	0.008333	$44.16
2	09-12-95	1192	Legal Services	$750.00	51	0.008333	$318.74
3	10-25-95	1222	Legal Services	$1,500.00	50	0.008333	$624.98
4	12-08-95	1246	Legal Services	$100.00	48	0.008333	$40.00
5	03-25-96	1320	Legal Services	$500.00	45	0.008333	$187.49
6	01-03-97	1640	Legal Services	$400.00	35	0.008333	$116.66
7	04-04-97	1767	Legal Services	$500.00	32	0.008333	$133.33
8	10-30-97	2021	Legal Services	$400.00	26	0.008333	$86.66
9	11-18-97	2051	Legal Services	$400.00	25	0.008333	$83.33
10	01-21-98	2147	Legal Services	$400.00	23	0.008333	$76.66
11	03-29-98	2216	Legal Services	$300.00	21	0.008333	$52.50
12	04-26-98	2249	Legal Services	$500.00	20	0.008333	$83.33
13	09-14-98	2436	Legal Services	$400.00	15	0.008333	$50.00
14	09-29-98	2447	Legal Services	$300.00	15	0.008333	$37.50
15	03-03-99	2706	Legal Services	$500.00	9	0.008333	$37.50
16	03-24-99	2735	Legal Services	$500.00	9	0.008333	$37.50
17	11-18-99	3065	Legal Services	$400.00	1	0.008333	$3.33
			TOTAL	$7,950.00			$2,013.67

*NOTE: Number of full months including the month of December of 1999.
NOTE: Interest rate is at 10% per annum or 0.008333 per month.
NOTE: Computations assume formal judgment document will not be entered until after January 1, 2000.

DAVE R. WINTERS 03-91
8948 S. COBBLECREST LANE 943-9627
SANDY, UTAH 84093

1130

31-273/1240

7/11 19 95

PAY TO THE ORDER OF W. Kevin Jackson, P.C. $ 100.00

One hundred and xx/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

FOR

David R Winters

⑆124002735⑆41 30652 3⑈ 1130 ⑈0000010000⑈

DAVE R. WINTERS 03-91
8948 S. COBBLECREST LANE 943-9627
SANDY, UTAH 84093

1192

31-273/1240

9/12 19 95

PAY TO THE ORDER OF W. Kevin Jackson $ 750.00

Seven hundred fifty and xx/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

FOR Retainer - Legal

David R Winters

⑆124002735⑆41 30652 3⑈ 1192 ⑈0000075000⑈

DAVE R. WINTERS 03-91
8948 S. COBBLECREST LANE 943-9627
SANDY, UTAH 84093

1222

31-273/1240

10/25 19 95

PAY TO THE ORDER OF Kevin Jackson $ 1500 00

Fifteen hundred and xx/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

FOR Winters vs Abizaid

David R Winters

⑆124002735⑆41 30652 3⑈ 1222 ⑈0000150000⑈

DAVE R. WINTERS 03-91
8948 S. COBBLECREST LANE 943-9627
SANDY, UTAH 84093

1246

31-273/1240

12-8 19 95

PAY TO THE ORDER OF Kevin Jackson $ 100.00

One hundred and xx/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

000080

DAVE R. WINTERS 03-91
8948 S. COBBLECREST LANE 943-9627
SANDY, UTAH 84093

31-273/1240 1320

3-25 1996

PAY TO THE ORDER OF Kevin Jackson $ 500.00

Five hundred and xx/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

FOR Allison Winters (Abizaid) lawsuit David R Winters

⑆124002735⑆41 30652 3⑈ 1320 ⑈0000050000⑈

© HARLAND CAMBRIDGE

DAVE R. WINTERS 03-91
8948 S. COBBLECREST LANE 943-9627
SANDY, UTAH 84093

31-273/1240 1334

4-3 1996

PAY TO THE ORDER OF Jonathan Gordon $ 2200.00

Twenty two ~~and~~ hundred and xx/cents DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

FOR Winters Defense - Balance next week David R Winters

⑆124002735⑆41 30652 3⑈ 1334 ⑈0000220000⑈

© HARLAND CAMBRIDGE

DAVE R. WINTERS 03-91
8948 S. COBBLECREST LANE 943-9627
SANDY, UTAH 84093

31-273/1240 1340

4-11 1996

PAY TO THE ORDER OF Jonathan D. Gordon $ 1013.32

One thousand thirteen and 32/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

FOR David R Winters

⑆124002735⑆41 30652 3⑈ 1340 ⑈0000101332⑈

© HARLAND CAMBRIDGE

DAVE R. WINTERS 03-91
8948 S. COBBLECREST LANE 943-9627
SANDY, UTAH 84093

31-273/1240 1409

6-27 1996

PAY TO THE ORDER OF Jonathan Gordon $ 2500.00

Twenty five hundred and xx/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

© HARLAND CAMBRIDGE

DAVE R. WINTERS 03-91
8948 S. COBBLECREST LANE 943-9627
SANDY, UTAH 84093

1472
31-273/1240

9-5 1996

PAY TO THE ORDER OF Jonathan D. Gordon $ 337.50

Three hundred thirty seven and 50/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

FOR Balance of $2837.50 David R Winters MP

⑆124002735⑆41 30652 3⑈ 1472 ⑈0000033750⑈

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DAVE R. WINTERS 03-91
8948 S. COBBLECREST LANE 943-9627
SANDY, UTAH 84093

1640
31-273/1240

1-3 1997

PAY TO THE ORDER OF W. Kevin Jackson $ 400.00

Four hundred and XX/100 DOLLARS

Security features included Details on back

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

FOR David R Winters MP

⑆124002735⑆41 30652 3⑈ 1640 ⑈0000040000⑈

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DAVE R. WINTERS 03-91
8948 S. COBBLECREST LANE 943-9627
SANDY, UTAH 84093

1767
31-273/1240

4-4 1997

PAY TO THE ORDER OF Kevin JACKSON $ 500.00

Five hundred and XX/100 DOLLARS

Security features included Details on back

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

FOR David R Winters MP

⑆124002735⑆41 30652 3⑈ 1767 ⑈0000050000⑈

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DAVE R. WINTERS 03-91
8948 S. COBBLECREST LANE 943-9627
SANDY, UTAH 84093

2021
31-273/1240

10-30 1997

PAY TO THE ORDER OF Kevin JACKSON $ 400.00

Four hundred and XX/100 DOLLARS

Security features included Details on back

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

© HARLAND CAMBRIDGE

8948 S. COBBLECREST LANE 943-9627
SANDY, UTAH 84093

31-273/1240

11-18 1997

PAY TO THE ORDER OF Kevin Jackson $ 400.00

Four hundred and xx/100 DOLLARS

Security features included Details on back.

© HARLAND CAMBRIDGE

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

FOR

David R Winters

⑆124002735⑆ 30652 3⑈ 2051 ⑈0000040000⑈

DAVE R. WINTERS 03-91
PH. 801-943-9627
8948 S. COBBLECREST LANE
SANDY, UT 84093

31-273/1240
41306523

2147

DATE 1-21-98

PAY TO THE ORDER OF W. Kevin Jackson $ 400.00

Four hundred and xx/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

MEMO #1343

David R Winters

⑆124002735⑆ 30652 3⑈ 2147 ⑈0000040000⑈

DAVE R. WINTERS 03-91
PH. 801-943-9627
8948 S. COBBLECREST LANE
SANDY, UT 84093

31-273/1240
41306523

2216

DATE 3-29-98

PAY TO THE ORDER OF Kevin Jackson $ 300.00

Three hundred and xx/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

MEMO #1343

David R Winters

⑆124002735⑆ 30652 3⑈ 2216 ⑈0000030000⑈

DAVE R. WINTERS 03-91
PH. 801-943-9627
8948 S. COBBLECREST LANE
SANDY, UT 84093

31-273/1240
41306523

2249

DATE 4-26-98

PAY TO THE ORDER OF Kevin Jackson $ 500.00

Five hundred and xx/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

MEMO #1343

David R Winters

000083

8948 S. COBBLECREST LANE
SANDY, UT 84093

41306523 2436

DATE 9-14-98

PAY TO THE ORDER OF Kevin Jackson $ 400 00

Four hundred and xx/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

MEMO RE: CASE NO. 98-0242-CA CLIENT 1343

David R Winters

⑆124002735⑆41 30652 3⑈ 2436 ⑈0000040000⑈

DAVE R. WINTERS 03-91
PH. 801-943-9627
8948 S. COBBLECREST LANE
SANDY, UT 84093

31-273/1240
41306523 2447

DATE 9-29-98

PAY TO THE ORDER OF Kevin Jackson $ 300 00

Three hundred and xx/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

MEMO David R Winters

⑆124002735⑆41 30652 3⑈ 2447 ⑈0000030000⑈

DAVE R. WINTERS 03-91
PH. 801-943-9627
8948 S. COBBLECREST LANE
SANDY, UT 84093

31-273/1240
41306523 2706

DATE 3-3-99

PAY TO THE ORDER OF W. Kevin Jackson $ 500 00

Five hundred and xx/100 DOLLARS

SANDY OFFICE
GUARDIAN STATE BANK
140 WEST 9000 SOUTH
SANDY, UTAH 84070

MEMO CLIENT 1343, CASE 98-0242CA

David R Winters

⑆124002735⑆41 30652 3⑈ 2706 ⑈0000050000⑈

DAVE R. WINTERS 03-91
PH. 801-943-9627
8948 S. COBBLECREST LANE
SANDY, UT 84093

31-273/1240
8241306523 2735

DATE 3-24-99

PAY TO THE ORDER OF Kevin Jackson $ 500 00

Five hundred and xx/100 DOLLARS

Community First
National Bank
10 West 300 South
Sandy, Utah 84070
(801) 566-9700

000084

DAVE R. WINTERS 03-91
PH. 801-943-9627
8948 S. COBBLECREST LANE
SANDY, UT 84093

31-273/1240
8241306523

3065

date 11/18/99

TO THE ORDER OF: Kevin Jackson $ 400 00

Four hundred and xx/100 dollars

Community First
National Bank
140 West 9000 South
Sandy, Utah 84070
(801) 566-9700

by Dave R Winters

⑆124002731⑆ ⑈8241306523⑈ 3065

Tab 15

SUMMARY OF THE LEGAL CHARGES
NOT RELATING TO THE
STATUTORY CAUSE OF ACTION

DAVID WINTERS v. JOANNE SCHULMAN
Case No. 95-090-8521PI

BILLING STATEMENT	ATTORNEY TIME	PARALEGAL TIME	LEGAL ASSISTANT TIME
April 1, 1995	1.20	0.00	0.00
November 1, 1995	3.00	1.25	0.00
May 1, 1996	1.30	0.00	0.00
May 1, 1996	0.40	0.00	0.00
May 1, 1996	0.15	0.00	0.00
May 1, 1998	1.00	0.00	0.00
October 1, 1998	1.90	0.00	2.75
October 1, 1998	0.00	0.00	6.00
November 1, 1998	1.55	0.00	0.75
November 1, 1998	2.50	0.00	2.00
November 1, 1998	1.15	0.00	0.60
November 1, 1998	0.00	0.00	1.25
December 2, 1998	1.30	0.00	0.20
December 2, 1998	1.30	0.00	0.25
December 2, 1998	1.70	0.00	0.00
December 2, 1998	0.95	0.00	0.00
December 2, 1998	0.80	0.00	0.00
December 2, 1998	0.65	0.00	0.00
August 1, 1999	0.10	0.00	0.00
August 1, 1999	0.30	0.00	0.00
August 1, 1999	0.10	0.00	0.00
TOTAL	21.35	1.25	13.80

Attorney Time - 21.35 X $130.00 = $2,775.50 TOTAL $3,421.25
Paralegal - 1.25 X $75.00 = $93.75
Legal Assistant - 13.80 X $40.00 = $552.00

Tab 16

California Legal Out-Of-Pocket Expenses - 4/12/96 and Prior			
Billing Receipt	Date	Amount	Notes
U.S. West/Excel	11/14/95	$0.27	J.Gordan - 510-284-1901
U.S. West/Excel	11/15/95	$0.27	J.Gordan - 510-284-1901
U.S. West/Excel	11/15/95	$0.17	J.Gordan - 510-284-1901
U.S. West/Excel	11/16/95	$0.27	J.Gordan - 510-284-1901
U.S. West/Excel	11/16/95	$0.27	J.Gordan - 510-284-1901
U.S. West/Excel	11/16/95	$0.54	J.Gordan - 510-284-1901
U.S. West/Excel	29-Nov	$0.27	J.Gordan - 510-284-1901
U.S. West/Excel	9-Dec	$0.14	J.Gordan - 510-284-1901
U.S. West/Excel	13-Dec	$0.54	J.Gordan - 510-284-1901
U.S. West/Excel	14-Dec	$2.70	J.Gordan - 510-284-1901
U.S. West/Excel	15-Dec	$0.34	J.Gordan - 510-284-1901
U.S. West/Excel	18-Dec	$0.27	J.Gordan - 510-284-1901
U.S. West/Excel	18-Dec	$0.54	J.Gordan - 510-284-1901
U.S. West/Excel	18-Dec	$0.17	J.Gordan - 510-284-1901
U.S. West/Excel	19-Dec	$30.77	J.Gordan - 510-284-1901
U.S. West/Excel	19-Dec	$24.03	J.Gordan - 510-284-1901
U.S. West/Excel	27-Dec	$0.54	J.Gordan - 510-284-1901
U.S. West/Excel	1/6/96	$0.51	J.Gordan - 510-284-1901
U.S. West/Excel	1/12/96	$0.27	J.Gordan - 510-284-1901
U.S. West/Excel	2/16/96	$4.59	J.Gordan - 510-284-1901
U.S. West/Excel	2/28/96	$2.79	J.Gordan - 510-284-1901
U.S. West/Excel	3/25/96	$0.27	J.Gordan - 510-284-1901
U.S. West/Excel	3/29/96	$0.17	J.Gordan - 510-284-1901
Southwest Air	1/10/96	$112.00	Meet With J. Gordan
Holiday Inn - Walnut Creek	1/10/96	$198.07	Meet With J. Gordan
Dollar Rent A Car	1/12/96	$97.26	Meet With J. Gordan
Chevron Gas	1/10/96	$10.10	Meet With J. Gordan
Tullios - Restaurant	1/9/96	$11.79	Meet With J. Gordan
Southwest Air	4/12/96	$112.00	Trial - Martinez, CA
Holiday Inn - Walnut Creek	4/12/96	$102.56	Trial - Martinez, CA
Dollar Rent A Car	4/13/96	$75.67	Trial - Martinez, CA
Total		$790.15	

U S WEST COMMUNICATIONS

DAVID R WINTERS
8948 S COBBLECREST LN
BILL DATE: DEC 13, 1995
ACCOUNT NUMBER: 801-943-9627-109R

U S WEST COMMUNICATIONS PAGE 1

TOTAL AMOUNT DUE	• CURRENT CHARGES DUE JAN 5	$140.91
	• TOTAL AMOUNT DUE	$140.91

ACCOUNT SUMMARY

• PAST CHARGES AND CREDITS	
PRIOR CHARGES	49.78
ADJUSTMENTS	.00
PAYMENTS	49.78
Thank you for your payment	
• TOTAL PAST CHARGES AND CREDITS	$.00
• CURRENT CHARGES DUE JAN 05, 1996	
U S WEST COMMUNICATIONS	
LOCAL CHARGES	20.96
If you have questions, call 1-800-244-1111	
EXCEL TELECOMMUNICATIONS	119.95
Billing inquiries call 1 800 875-9235	
• TOTAL CURRENT CHARGES	$140.91
• TOTAL AMOUNT DUE	$140.91

We appreciate your business

** Any amount left unpaid 30 days after bill date is subject to a 1.2% late payment charge. **

The long distance company you have selected for calls outside your U S WEST Communications long distance area is ALLNET "DIAL 1" SERVICE

Paid 1/4/95 CK 1266

U S WEST's Automatic Payment Plan is dependable and convenient. It saves time and money! Sign up for this free service today. For more information, please call 1-800-244-1111.

RETURN ADDRESS U S WEST COMMUNICATIONS
SALT LAKE, UT 84135-0001

U S WEST COMMUNICATIONS LOCAL CHARGES $20.96

FOR U S WEST COMMUNICATIONS QUESTIONS CALL 1-800-244-1111 (NO CHARGE)

USWEST COMMUNICATIONS

DAVID R WINTERS
8948 S COBBLECREST LN
BILL DATE: DEC 13, 1995
ACCOUNT NUMBER: 801-943-9627-109R

U S WEST COMMUNICATIONS LOCAL CHARGES

- ITEMIZED MONTHLY SERVICE

BASIC SERVICE*		
1 RESIDENCE LINE		2.21
1 DIAL TONE		5.77
1 EXTENDED AREA CALLING		3.77
OPTIONAL SERVICES**		
1 NON-PUBLISHED SERVICE		1.95
1 SERVICE AND/OR EQUIPMENT		.00
	TOTAL	13.70

*BASIC SERVICES ARE THE SERVICES THAT ARE NECESSARY FOR YOU TO USE YOUR TELEPHONE.

**OPTIONAL SERVICES ARE PROVIDED AT YOUR REQUEST AND ARE NOT REQUIRED AS PART OF YOUR BASIC TELEPHONE SERVICE.

- MONTHLY SERVICE

MONTHLY SERVICE - DEC 13 THRU JAN 12	13.70
FEDERAL ACCESS CHARGE	3.50
TELEPHONE ASSISTANCE FUND	.14
TELECOMMUNICATIONS RELAY SERVICES	.18
911 SURCHARGE FOR EXISTING OR FUTURE EMERGENCY SERVICE	.50
MUNICIPAL CHARGE	.48
SUBTOTAL	$18.50

- LONG DISTANCE

NO.	DATE	TIME	TO PLACE	TO AREA NUMBER	TYPE	MINUTES	AMOUNT
1	NOV 16	10:29A	PARK CITY UT	801 640-0102	D	3	.38
2	NOV 16	10:48A	PARK CITY UT	801 640-0102	D	3	.38
				SUBTOTAL		6	$.76

- TAX SUMMARY

FEDERAL EXCISE TAX	.56
STATE TAX	1.14
SUBTOTAL	$1.70

U S WEST COMMUNICATIONS LOCAL CHARGES $20.96

FOR U S WEST COMMUNICATIONS QUESTIONS CALL 1-800-244-1111 (NO CHARGE)

000089

EXCEL

TELECOMMUNICATIONS, INC.

BILL DATE: DEC 13, 1995
ACCOUNT NUMBER: 801-943-9627-109R

ITEMIZED CALLS

NO.	DATE	TIME	TO PLACE	TO AREA NUMBER	TYPE	MINUTES	AMOUNT
1	NOV 09	11:45A	LAS VEGAS NV	702 870-8818	D	1	.27
2	NOV 09	11:47A	LAS VEGAS NV	702 870-8876	D	3	.81
3	NOV 10	11:34A	WALNUT CRK CA	510 939-4420	D	2	.54
4	NOV 10	11:37A	DENVER CO	303 832-8100	D	3	.81
5	NOV 11	10:34P	LAS VEGAS NV	702 870-8876	E	70	10.58
6	NOV 13	11:52A	WALNUT CRK CA	510 939-4420	D	1	.27
7	NOV 13	12:11P	WALNUT CRK CA	510 939-4420	D	2	.54
8	NOV 13	12:33P	MARTINEZ CA	510 228-2550	D	2	.54
9	NOV 13	12:35P	LAS VEGAS NV	702 870-8818	D	1	.27
10	NOV 13	12:38P	LAS VEGAS NV	702 870-8876	D	2	.54
11	NOV 14	5:21P	MARTINEZ CA	510 228-2550	D	4	1.08
12	NOV 14	5:25P	LAFAYETTE CA	510 284-1901	D	1	.27
13	NOV 14	5:29P	WALNUT CRK CA	510 943-3753	D	2	.54
14	NOV 14	10:11P	LAS VEGAS NV	702 870-8876	E	1	.17
15	NOV 15	9:55A	MARTINEZ CA	510 228-2550	D	1	.27
16	NOV 15	9:55A	LAFAYETTE CA	510 284-1901	D	1	.27
17	NOV 15	6:00P	LAFAYETTE CA	510 284-1901	E	1	.17
18	NOV 15	7:26P	OAKLAND CA	510 301-7940	E	3	.51
19	NOV 16	10:12A	LAS VEGAS NV	702 870-8876	D	2	.54
20	NOV 16	10:15A	LAS VEGAS NV	702 870-8818	D	1	.27
21	NOV 16	10:22A	MARTINEZ CA	510 228-2550	D	3	.81
22	NOV 16	10:22A	LAFAYETTE CA	510 284-1901	D	1	.27
23	NOV 16	12:17P	MARTINEZ CA	510 228-2550	D	2	.54
24	NOV 16	12:19P	LAFAYETTE CA	510 284-1901	D	1	.27
25	NOV 16	3:06P	LAFAYETTE CA	510 284-1901	D	2	.54
26	NOV 16	3:29P	WALNUT CRK CA	510 939-4420	D	4	1.08
27	NOV 16	3:44P	WAPIGRSFLS NY	914 297-8085	D	1	.28
28	NOV 16	3:45P	WAPIGRSFLS NY	914 297-8085	D	1	.28
29	NOV 16	3:52P	WAPIGRSFLS NY	914 297-8085	D	24	6.72
30	NOV 17	11:07A	DENVER CO	303 832-8100	D	1	.27
31	NOV 17	4:04P	LAS VEGAS NV	702 870-8876	D	4	1.08
32	NOV 17	4:08P	LAS VEGAS NV	702 870-8876	D	20	5.40
33	NOV 17	4:55P	WALNUT CRK CA	510 943-3757	D	12	3.24
34	NOV 19	4:03P	LAS VEGAS NV	702 870-8876	N	1	.14
35	NOV 19	6:51P	WEXFORD PA	412 934-3802	E	2	.34
36	NOV 19	9:58P	LAS VEGAS NV	702 870-8876	E	22	3.74
37	NOV 20	11:43A	WALNUT CRK CA	510 939-4420	D	3	.81
38	NOV 20	5:00P	WALNUT CRK CA	510 939-4420	D	4	1.08
39	NOV 20	8:39P	WAPIGRSFLS NY	914 297-8085	E	11	1.87
40	NOV 29	8:37A	CHILE	5622239777	R	17	28.94
41	NOV 29	10:12A	WALNUT CRK CA	510 939-4420	D	3	.81
42	NOV 29	10:16A	LAFAYETTE CA	510 284-1901	D	1	.27
43	NOV 29	10:24A	WALNUT CRK CA	510 939-4420	D	8	2.16
44	NOV 29	10:32A	DIR ASST CA	510 555-1212		1	.85
45	NOV 29	10:33A	DANVILLE CA	510 838-2354	D	3	.81
46	NOV 29	10:37A	WALNUT CRK CA	510 943-3753	D	3	.81
47	NOV 29	10:41A	WAPIGRSFLS NY	914 297-8085	D	40	11.20
48	NOV 29	1:44P	WALNUT CRK CA	510 939-4420	D	1	.27
49	NOV 30	10:13A	WAPIGRSFLS NY	914 297-8085	D	37	10.36
50	DEC 01	11:35A	WALNUT CRK CA	510 939-4420	D	10	2.70
51	DEC 05	12:33P	DIR ASST CA	510 555-1212		1	.85
52	DEC 05	12:34P	CONCORD CA	510 646-2402	D	1	.27
53	DEC 05	12:35P	CONCORD CA	510 646-5441	D	1	.27
54	DEC 05	12:36P	CONCORD CA	510 686-6900	D	2	.54
55	DEC 05	7:00P	LAS VEGAS NV	702 870-8818	E	2	.34
56	DEC 06	1:17P	LAS VEGAS NV	702 870-8876	D	9	2.43
57	DEC 06	6:31P	WALNUT CRK CA	510 939-4420	E	5	.85
58	DEC 08	5:35P	WALNUT CRK CA	510 939-4420	D	2	.54
59	DEC 08	5:37P	WALNUT CRK CA	510 943-3753	D	2	.54
				SUBTOTAL	113.83		

FOR EXCEL TELECOMMUNICATIONS
Billing inquiries call 1 800 875-9235 (NO CHARGE)

000090

EXCEL
TELECOMMUNICATIONS, INC.

DAVID R WINTERS
8948 S COBBLECREST LN
BILL DATE: DEC 13, 1995
ACCOUNT NUMBER: 801-943-9627-109R

NO.	DATE	TIME	TO PLACE	TO AREA NUMBER	TYPE	MINUTES	AMOUNT
	CARD CALLS						
60	NOV 20	12:54P	WALNUT CRK CA	510 939-4420	D	7	2.63
			FROM COTTON UT 800 783-9235				
				SUBTOTAL	2.63		
			EXCEL TELECOMMUNICATIONS SUBTOTAL OF ITEMIZED CALLS				$116.46

TAX SUMMARY

FEDERAL EXCISE TAX	3.49
EXCEL TELECOMMUNICATIONS SUBTOTAL OF TAXES	$3.49
EXCEL TELECOMMUNICATIONS CURRENT CHARGES	$119.95

THIS PORTION OF YOUR BILL IS PROVIDED AS A SERVICE TO EXCEL TELECOMMUNICATIONS. THERE IS NO CONNECTION BETWEEN EXCEL TELECOMMUNICATIONS AND U S WEST COMMUNICATIONS.

FOR EXCEL TELECOMMUNICATIONS
Billing inquiries call 1 800 875-9235 (NO CHARGE)

DAVID R WINTERS
8948 S COBBLECREST LN
BILL DATE: JAN 13, 1996
ACCOUNT NUMBER: 801-943-9627-109R

EXCEL
TELECOMMUNICATIONS, INC.

ITEMIZED CALLS

NO.	DATE	TIME	TO PLACE	TO AREA NUMBER	TYPE	MINUTES	AMOUNT
1	DEC 09	10:38A	DANVILLE CA	510 838-2354	N	1	.14
2	DEC 09	10:39A	WALNUT CRK CA	510 939-4420	N	3	.42
3	DEC 09	10:46A	WALNUT CRK CA	510 939-4420	N	2	.28
4	DEC 09	10:49A	LAFAYETTE CA	510 284-1901	N	1	.14
5	DEC 10	6:16P	WAPIGRSFLS NY	914 297-8085	E	23	3.91
6	DEC 13	10:24A	LAS VEGAS NV	702 870-8818	D	2	.54
7	DEC 13	10:27A	LAFAYETTE CA	510 284-1901	D	2	.54
8	DEC 14	12:03P	WALNUT CRK CA	510 943-3753	D	4	1.08
9	DEC 14	4:57P	LAFAYETTE CA	510 284-1901	D	10	2.70
10	DEC 15	11:24A	LA JOLLA CA	619 658-7471	D	3	.81
11	DEC 15	6:17P	LAFAYETTE CA	510 284-1901	E	2	.34
12	DEC 16	7:33A	WAPIGRSFLS NY	914 297-8085	N	34	5.10
13	DEC 16	8:36A	WALNUT CRK CA	510 943-3753	N	4	.56
14	DEC 17	3:39P	CHILE	5622451180	Y	17	28.94
15	DEC 18	8:52A	LAFAYETTE CA	510 284-1901	D	1	.27
16	DEC 18	11:32A	LAFAYETTE CA	510 284-1901	D	2	.54
17	DEC 18	6:45P	LAFAYETTE CA	510 284-1901	E	1	.17
18	DEC 19	1:02P	LAFAYETTE CA	510 284-1901	D	114	30.77
19	DEC 19	3:05P	LAFAYETTE CA	510 284-1901	D	89	24.03
20	DEC 20	10:21A	CHILE	5622239777	R	10	17.11
21	DEC 20	10:37A	WALNUT CRK CA	510 943-3753	D	3	.81
22	DEC 20	1:43P	WAPIGRSFLS NY	914 297-8085	D	41	11.48
23	DEC 24	10:00P	WAPIGRSFLS NY	914 297-8085	E	2	.34
24	DEC 25	6:10P	YORK PA	717 741-9120	E	54	9.18
25	DEC 27	9:33A	LAFAYETTE CA	510 284-1901	D	2	.54
26	JAN 01	4:48P	WAPIGRSFLS NY	914 297-8085	D	60	10.20
27	JAN 04	9:13A	WALNUT CRK CA	510 943-3753	D	2	.54
28	JAN 04	2:54P	RAPID CITY SD	605 399-2400	D	8	2.16
29	JAN 06	1:44P	WALNUT CRK CA	510 943-3757	N	2	.28
30	JAN 06	1:45P	ECONTRCOST CA	510 625-6186	N	1	.14

EXCEL TELECOMMUNICATIONS SUBTOTAL OF ITEMIZED CALLS $154.06

TAX SUMMARY

FEDERAL EXCISE TAX 4.62

EXCEL TELECOMMUNICATIONS SUBTOTAL OF TAXES $4.62

EXCEL TELECOMMUNICATIONS CURRENT CHARGES $158.68

THIS PORTION OF YOUR BILL IS PROVIDED AS A SERVICE TO EXCEL TELECOMMUNICATIONS. THERE IS NO CONNECTION BETWEEN EXCEL TELECOMMUNICATIONS AND U S WEST COMMUNICATIONS.

FOR EXCEL TELECOMMUNICATIONS
Billing Inquiries call 1 800 875-9235 (NO CHARGE)

EXCEL
TELECOMMUNICATIONS, INC.

DAVID R WINTERS
8948 S COBBLECREST LN
BILL DATE: FEB 13, 1996
ACCOUNT NUMBER: 801-943-9627-109R

ITEMIZED CALLS

NO.	DATE	TIME	TO PLACE	TO AREA NUMBER	TYPE	MINUTES	AMOUNT
1	JAN 06	9:48P	LAFAYETTE CA	510 284-1901	E	3	.51 ←
2	JAN 11	9:53P	LAS VEGAS NV	702 870-8818	E	2	.34
3	JAN 12	10:05A	WALNUT CRK CA	510 943-3757	D	3	.81
4	JAN 12	10:51A	CONCORD CA	510 687-7880	D	7	1.89
5	JAN 12	11:00A	OAKLAND CA	510 763-0500	D	5	1.35
6	JAN 12	11:00A	DIR ASST CA	510 555-1212		1	.85
7	JAN 12	11:06A	LAFAYETTE CA	510 284-1901	D	1	.27 ←
8	JAN 13	8:47A	DIR ASST NY	914 555-1212		1	.85
9	JAN 13	9:20A	WHITE PL NY	914 890-6611	N	5	.75
10	JAN 15	8:54A	WALNUT CRK CA	510 939-4420	D	1	.27
11	JAN 15	8:55A	WALNUT CRK CA	510 943-3757	D	2	.54
12	JAN 15	9:00A	WALNUT CRK CA	510 937-8875	D	2	.54
13	JAN 15	9:42A	TAMPA FL	813 241-1103	D	3	.81
14	JAN 22	9:45A	WALNUT CRK CA	510 937-8875	D	1	.27
15	JAN 22	10:14A	DENVER CO	303 832-8100	D	2	.54
16	JAN 23	11:31A	OAKLAND CA	510 763-0500	D	2	.54
17	JAN 24	7:25A	WALNUT CRK CA	510 943-3757	D	2	.54
18	JAN 24	4:53P	WAPIGRSFLS NY	914 297-8085	D	67	18.76
19	JAN 24	4:53P	WAPIGRSFLS NY	914 297-8085	D	1	.28
20	JAN 25	11:06A	WALNUT CRK CA	510 943-3757	D	3	.81
21	JAN 25	3:55P	WALNUT CRK CA	510 939-4420	D	2	.54
22	JAN 29	9:24A	WALNUT CRK CA	510 943-3757	D	2	.54
23	FEB 05	10:47A	WALNUT CRK CA	510 937-8875	D	2	.54 Fax
24	FEB 05	10:49A	WALNUT CRK CA	510 937-8875	D	5	1.35
25	FEB 05	10:56A	WALNUT CRK CA	510 943-3757	D	4	1.08
				SUBTOTAL	35.57		
	CARD CALLS						
26	JAN 10	6:00P	SALT LAKE UT	801 573-2769	E	3	1.47
			FROM COTTON UT 800 783-9235				
27	JAN 17	6:59P	SALT LAKE UT	801 573-2769	E	2	1.18
			FROM COTTON UT 800 783-9235				
28	JAN 17	7:02P	HOLLADAY UT	801 277-2953	E	21	6.69
			FROM COTTON UT 800 783-9235				
29	JAN 18	1:07A	HOLLADAY UT	801 277-2953	N	10	3.50
			FROM COTTON UT 800 783-9235				
30	JAN 19	9:45A	HOLLADAY UT	801 277-2953	D	3	1.47
			FROM COTTON UT 800 783-9235				
31	JAN 19	10:08A	HOLLADAY UT	801 277-2953	D	7	2.63
			FROM COTTON UT 800 783-9235				
32	JAN 19	7:25P	HOLLADAY UT	801 277-2953	E	47	14.23
			FROM COTTON UT 800 783-9235				
33	JAN 30	10:03A	WALNUT CRK CA	510 939-4420	D	2	1.13
			FROM COTTON UT 800 783-9235				
34	JAN 30	10:05A	WALNUT CRK CA	510 939-4420	D	3	1.47
			FROM COTTON UT 800 783-9235				
35	JAN 30	11:41P	HOLLADAY UT	801 277-2953	N	24	7.56
			FROM COTTON UT 800 783-9235				
36	JAN 31	11:09P	HOLLADAY UT	801 277-2953	N	47	14.23
			FROM COTTON UT 800 783-9235				
				SUBTOTAL	55.61		

EXCEL TELECOMMUNICATIONS SUBTOTAL OF ITEMIZED CALLS $91.18

DAVID R WINTERS
8948 S COBBLECREST LN
BILL DATE: MAR 13, 1996
ACCOUNT NUMBER: 801-943-9627-109R

EXCEL
TELECOMMUNICATIONS, INC.

ITEMIZED CALLS

NO.	DATE	TIME	TO PLACE	TO AREA NUMBER	TYPE	MINUTES	AMOUNT
1	FEB 07	11:46A	WALNUT CRK CA	510 939-4420	D	7	1.89
2	FEB 07	10:05P	TUCSON AZ	520 721-5600	E	41	6.97
3	FEB 08	5:26P	WALNUT CRK CA	510 943-3757	D	2	.54
4	FEB 08	5:47P	WALNUT CRK CA	510 939-4420	D	2	.54
5	FEB 08	7:24P	TUCSON AZ	520 721-5600	E	1	.17
6	FEB 08	10:13P	WALNUT CRK CA	510 943-3757	E	2	.34
7	FEB 09	11:41A	WALNUT CRK CA	510 939-4420	D	2	.54
8	FEB 09	11:57A	WALNUT CRK CA	510 939-4420	D	2	.54
9	FEB 09	11:59A	WALNUT CRK CA	510 939-4420	D	6	1.62
10	FEB 09	1:07P	WALNUT CRK CA	510 937-8875	D	3	.81
11	FEB 12	10:23A	WALNUT CRK CA	510 937-8875	D	1	.27
12	FEB 12	1:57P	WAPIGRSFLS NY	914 297-8085	D	30	8.40
13	FEB 14	3:46P	ST LOUIS MO	314 241-7400	D	14	3.78
14	FEB 14	4:27P	HELENA MT	406 444-2074	D	1	.27
15	FEB 16	2:13P	LAFAYETTE CA	510 284-1901	D	17	4.59 ←
16	FEB 18	1:30P	WAPIGRSFLS NY	914 297-8085	N	49	7.35
17	FEB 18	11:24P	WALNUT CRK CA	510 937-8875	N	3	.42
18	FEB 20	12:13P	HELENA MT	406 444-2074	D	2	.54
19	FEB 22	5:10P	WALNUT CRK CA	510 943-3757	D	16	4.32
20	FEB 22	5:35P	WALNUT CRK CA	510 937-8875	D	3	.81
21	FEB 28	1:08P	TAMPA FL	813 241-1103	D	1	.31
22	FEB 28	1:37P	LAFAYETTE CA	510 284-1901	D	9	2.79 ←
23	FEB 28	1:53P	TAMPA FL	813 241-1103	D	1	.31
24	MAR 02	2:31P	WAPIGRSFLS NY	914 297-8085	N	51	8.16
25	MAR 05	2:14P	BETHESDA MD	301 496-7348	D	5	1.55
			EXCEL TELECOMMUNICATIONS SUBTOTAL OF ITEMIZED CALLS				$57.83

TAX SUMMARY

FEDERAL EXCISE TAX	1.73
EXCEL TELECOMMUNICATIONS SUBTOTAL OF TAXES	$1.73
EXCEL TELECOMMUNICATIONS CURRENT CHARGES	$59.56

THIS PORTION OF YOUR BILL IS PROVIDED AS A SERVICE TO EXCEL TELECOMMUNICATIONS. THERE IS NO CONNECTION BETWEEN EXCEL TELECOMMUNICATIONS AND U S WEST COMMUNICATIONS.

DAVID R WINTERS
8948 S COBBLECREST LN
BILL DATE: APR 13, 1996
ACCOUNT NUMBER: 801-943-9627-109R

EXCEL
TELECOMMUNICATIONS, INC

ITEMIZED CALLS

NO.	DATE	TIME	TO PLACE	TO AREA NUMBER	TYPE	MINUTES	AMOUNT
1	MAR 14	3:30P	WALNUT CRK CA	510 939-4420	D	3	.81 PSI
2	MAR 15	9:47A	WALNUT CRK CA	510 939-4420	D	3	.81
3	MAR 15	10:48A	WALNUT CRK CA	510 939-4420	D	1	.27
4	MAR 15	11:14A	WALNUT CRK CA	510 939-4420	D	1	.27
5	MAR 15	2:25P	BETHESDA MD	301 496-7348	D	5	1.35
6	MAR 15	2:30P	BETHESDA MD	301 594-8801	D	6	1.62
7	MAR 18	9:33A	WALNUT CRK CA	510 939-4420	D	3	.81
8	MAR 19	12:55P	WAPIGRSFLS NY	914 297-8085	D	35	9.80
9	MAR 24	5:33P	WAPIGRSFLS NY	914 297-8085	E	32	5.44
10	MAR 25	7:44A	WALNUT CRK CA	510 943-3757	D	2	.54
11	MAR 26	5:10P	LAFAYETTE CA	510 284-1901	D	1	.27 ←
12	MAR 26	5:21P	CONCORD CA	510 687-7880	D	5	1.35
13	MAR 27	1:15P	BETHESDA MD	301 594-8801	D	2	.54
14	MAR 27	1:25P	MACON GA	912 757-3100	D	1	.27
15	MAR 27	1:27P	DENVERSWST CO	303 969-7050	D	19	5.13
16	MAR 27	2:38P	BETHESDA MD	301 594-8801	D	1	.27
17	MAR 27	3:25P	NEW YORK NY	212 816-8201	D	2	.56
18	MAR 28	2:37P	BETHESDA MD	301 594-8801	D	4	1.08
19	MAR 28	2:41P	BERWYN MD	301 206-9385	D	2	.54
20	MAR 29	12:25P	WALNUT CRK CA	510 943-3757	D	15	4.05
21	MAR 29	6:07P	LAFAYETTE CA	510 284-1901	E	1	.17 ←
22	APR 01	12:30P	WALNUT CRK CA	510 943-3757	D	1	.27 NOT w/ SECOND
23	APR 01	12:31P	WALNUT CRK CA	510 943-3757	D	2	.54
24	APR 02	10:27A	WAPIGRSFLS NY	914 297-8085	D	3	.84
25	APR 02	10:35A	WAPIGRSFLS NY	914 297-8085	D	4	1.12
			EXCEL TELECOMMUNICATIONS SUBTOTAL OF ITEMIZED CALLS				$38.72

TAX SUMMARY

FEDERAL EXCISE TAX	1.16
EXCEL TELECOMMUNICATIONS SUBTOTAL OF TAXES	$1.16
EXCEL TELECOMMUNICATIONS CURRENT CHARGES	$39.88

THIS PORTION OF YOUR BILL IS PROVIDED AS A SERVICE TO EXCEL TELECOMMUNICATIONS. THERE IS NO CONNECTION BETWEEN EXCEL TELECOMMUNICATIONS AND U S WEST COMMUNICATIONS.

FOR EXCEL TELECOMMUNICATIONS
Billing inquiries call 1 800 875-9235 (NO CHARGE)

O REPORT LOST/STOLEN CARDS, CALL: 800-395-4500. FOR CUSTOMER SERVICE, CALL: 800-477-6000.

Paid 2/23/96
CK 1297
$100.00

PE OF BALANCE	AVERAGE DAILY BALANCE	PERIODIC RATE (%)	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE	FINANCE CHARGE: PERIODIC RATE	FINANCE CHARGE: CASH ADVANCE FEES	FINANCE CHARGE: MINIMUM FINANCE CHARGE
JRCHASES	4160.89	.04425	16.15	16.15	57.07	0.00	0.00
ASH ADVANCE	511.49	.04425	16.15	16.15	7.02	0.00	0.00

CCOUNT SUMMARY	PREVIOUS BALANCE	- CHARGES ADJUSTMENTS	PAYMENTS	CREDITS	+ FINANCE CHARGE	NEW BALANCE	MINIMUM PAYMENT DUE
	4204.48	1336.63	500.00	0.00	64.09	5105.20	0.00

ACCOUNT NUMBER	CREDIT LIMIT	AVAILABLE CREDIT	PAST DUE AMOUNT	BILLING DATE	PAYMENT REQUESTED BY
4131-6566-3125-3435	10500.00	5394.00	0.00	01/14/96	02/08/96

CCOUNT DETAIL

HOUSEHOLD BANK VISA GOLD

NSACTION DATE	POSTING DATE	REFERENCE NUMBER	TRANSACTION DESCRIPTION			TRANSACTION AMOUNT
/14/95	12/19/95	24275305352958002041881	KAY BEE TOY 1712	SALT LAKE CI	TUT	13.79
/14/95	12/18/95	24768005351472330102356	DREAM STATION	SALT LAKE CI	TUT	20.97
/14/95	12/16/95	24399005349207069512159	B. DALTON BOOK00006957	SALT LAKE CI	TUT	22.23
/14/95	12/16/95	24455015348534990028661	WM ZINKE GIFTS	SALT LAKE CI	TUT	50.94
/14/95	12/16/95	24763005349020377730001	ZCMI #2*	SLC	UT	78.00
/14/95	12/16/95	24168675349742053791962	COMPUTER CITY 02953503	MURRAY	UT	445.69
/18/95	12/18/95	11218951841012681996501	PAYMENT -- THANK YOU		*	500.00-
/21/95	12/23/95	24763005356000014134262	FRENCH LADY BOUTIQUE**	MURRAY	UT	125.07
/23/95	12/26/95	24897395358462240810879	BENIHANA #SL	SALT LAKE CI	UT	52.87
/03/96	01/04/96	24692166003000678171660	PARSONS TECHNOLOGY	319-395-9626	IA	13.00
/04/96	01/08/96	24399006007360593791392	DELTA AIR 0061209188241	SALT LAKE CT	YUT	204.00
/10/96	01/12/96	24168676011412395693319	SOUTHWESTAIR526300621762	30AKLAND	CA	112.00 ←
/10/96	01/12/96	24275946011980025788565	HOLIDAY INN-WALNUT CREEK	SACRAMENTO	CA	198.07 ←

****
REMEMBER, THE MORE YOU BUY, THE MORE YOU CAN CASH IN ON THE SAVINGS...UP TO 2% REBATE ON YOUR NEW PURCHASES. THE REBATE POINTS EARNED FROM THE PURCHASES MADE ON THIS STATEMENT WILL BE REPORTED ON NEXT MONTH'S STATEMENT.

0055555 THERE WERE 31 DAYS IN THIS BILLING CYCLE. *YOUR ACCOUNT HAS A DAILY PERIODIC RATE.
6354-000061391 THIS IS A GRACE ACCOUNT.

CHEVRON WEST CREDIT UNIO VISA

Account Summar

Account Number	Statement Date	Payment Due	Days This Period	Credit Limit	Credit Available
4095-110-010-325	01-25-96	02-22-96	29	2,500	1,065

Post Date	Tran Date	Reference Number	Description			Amount
01-03	12-28	24763006002029040708373	SOLITUDE **	S L C	UT	32 00
01-08	01-08	70810108	PAYMENT--THANK YOU			300 00
01-11	01-09	24121516010300003258010	TULLIOS	WALNUT CREEK	CO	11 79
01-16	01-12	24246516012206260803174	DOLLAR RENT-A-CAR 36	OAKLAND	CA	97 26
	* * * * * * * * * TOTAL FINANCE CHARGE FOR 1995 * * * * * * * * $164.75					

Paid $100.00
2/23/96
CK 1296

FOR SECURITY, "VISA PMT" CAN BE WRITTEN ON YOUR PAYMENT CHECK INSTEAD OF YOUR ACCOUNT NUMBER.

Balance Information	Previous Balance	New Purchases and Advances	Payments	Credits, Fees, and Adjustments (net)	FINANCE CHARGE	New Balance
Purchases	1576 57	141 05	300 00CR	0 00	18 03	1435 65
Cash Advances	0 00	0 00	0 00	0 00	0 00	0 00
Total	1576 57	141 05	300 00CR	0 00	18 03	1435 65

How Your FINANCE CHARGES Are Calculated	Portion of Average Daily Principal Balance	MONTHLY Periodic Rates		Corresponding ANNUAL PERCENTAGE RATE	
		Purchases	Cash Advances	Purchases	Cash Advances
	$0.01 AND ABOVE	1.2500 %	1.2500 %	15.0000 %	15.0000 %

TO AVOID FINANCE CHARGES ON THE NEW PRINCIPAL BALANCE OF PURCHASES, PAY $ 1435.65 BY 02-22-96. IF THE FULL AMOUNT IS NOT PAID, FINANCE CHARGES WILL BE INCURRED USING: METHOD 2 ADB INCLUDING NEW PURCHASES (SEE REVERSE SIDE).

If your card is lost or stolen, call:
1-801-539-7379
1-814-248-4239 LOST STOLEN AFTER HRS

FINANCE CHARGES	ANNUAL PERCENTAGE RATE	Computed on Average Daily Principal Balance	Total FINANCE CHARGES
Purchases	14.9944 %	1442 93	18 03
Cash Advances	14.9945 %	0 00	0 00

For customer service in your area, call:
1-801-539-7379

Telephoning will not preserve your right to dispute billing errors. Send billing inquiries to:
CHEVRON WEST C U
PO BOX 25117
SALT LAKE UT 84125-0117

H 1 OF 1 B R 0003291 STMX01

Note: See reverse side for important information.
Retain this account summary for your records.

An amount on your statement followed by a 'CR' is a payment, credit, or credit balance unless otherwise indicated.

Chevron

Chevron

Account summary

Account number: 122-725-260-6
Billing date: February 8, 1996

Credit line: $1,200.00
Credit available: $1,100.35

Periodic rate: 1.75%
ANNUAL PERCENTAGE RATE: 21.00%
Balance subject to finance charge: $73.45

To avoid finance charges, we must receive the New balance by March 4, 1996

Previous balance	$41.17
Payments and credits	-2.30
Unpaid balance	$38.87
FINANCE CHARGE	1.29
New charges	59.49
New balance	**$99.65**
Minimum payment due **(INCLUDES PAST DUE)**	**$90.16**
Payment due date	**March 4, 1996**

Send payment to:
P.O. Box 2001, Concord, CA 94529-0001

Transactions

Payments and credits		
February 8	For Employee Discount-Gas	$2.30
Card 1 activity		
January 10	Edgewater Chevrn, 451 Hegenberger, Oakland, CA	$10.10
January 11	Richard A Korth, 7746 South 1300, Midvale, UT	13.65
January 21	Holiday Oil, 8655 South 2000, Sandy, UT	11.17
February 2	Edgewater Chevrn, 451 Hegenberger, Oakland, CA	5.50
February 4	Holiday Oil, 8655 South 2000, Sandy, UT	7.07
February 7	" " "	12.00
	Subtotal for Card 1	$59.49
	Total new charges	**$59.49**

Important message

JUST A REMINDER--PART OF THIS BALANCE
IS OWING FROM LAST MONTH.

Paid 3/13/96
CK 1312

02-076-013957-000

000008

WALNUT CREEK
2730 North Main Street
Walnut Creek,CA 94596
510-932-3332
Fax 510-256-7672

Name & Address

DAVID WINTERS

8948 S COBBLECREST LAN

SANDY UT 84093

Room 275-11
Arr 04/16/95
Dep 04/22/95
Folio 32306
Room 84.00
Acct 2-08ANK
Mkt 4-SRT
Page 1

I authorize you to bill the full balance of my account to my credit card which was presented upon registration.

SIGNATURE

The management is not responsible for any valuables not secured in safety deposit boxes provided at the front office. I agree that my liability for the charges is not waived and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of such charges.

X
SIGNATURE

DATE	CODE	REFERENCE	ID	DESCRIPTION	CHARGE	PAYMENT	BALANCE
0411	411	50	XXX	-284-1901 L	.50$	.00$	.50$
0411	114	0411000	DNN	DISCOUNT ROOM	84.00$	.00$	84.50$
0411	911	0411001	DNN	ROOM TAX	7.14$	.00$	91.64$
0412	211	106923	VKS	LORIS DINER	10.92$	.00$	102.56$
0412	914	0412000	VKS	VISA/MASTERCARD	.00$	-102.56$	.00$
							.00$

PRECEPT INC. MEMPHIS, TENNESSEE (800) 423-1020 • (901) 362-9230

03-2032 X ENPG

97465

THANK YOU FROM THE STAFF
HOLIDAY INN WALNUT CREEK
2730 NORTH MAIN ST.
WALNUT CREEK, CA. 94596

[redacted]

Account Number	Statement Date	Payment Due	Days This Period	Credit Limit	Credit Available
4095-110-010-325	04-25-96	05-22-96	29	2,500	429

Post Date	Tran Date	Reference Number	Description			Amount
04-01	04-01	70110401	PAYMENT--THANK YOU			100 00C
04-15	04-12	24168676104412443737454	SOUTHWESTAIR5263016141354	OAKLAND	CA	12 00
04-15	04-12	24275946105980025784017	HOLIDAY INN-WALNUT CREEK	SACRAMENTO	CA	102 56
04-15	04-13	24246516105206260803545	DOLLAR RENT-A-CAR 36	OAKLAND	CA	75 67
	PLEASE	REMIT $65.00 OF YOUR MINIMUM PAYMENT NOW PAST DUE.				

$200.00
CK1373
5-20-96

Balance Information	Previous Balance	New Purchases and Advances	Payments	Credits, Fees, and Adjustments (net)	FINANCE CHARGE	New Balance
Purchases	1858 14	290 23	100 00CR	0 00	23 45	2071 82
Cash Advances	0 00	0 00	0 00	0 00	0 00	0 00
Total	1858 14	290 23	100 00CR	0 00	23 45	2071 82

How Your FINANCE CHARGES Are Calculated	Portion of Average Daily Principal Balance	MONTHLY Periodic Rates		Corresponding ANNUAL PERCENTAGE RATE	
		Purchases	Cash Advances	Purchases	Cash Advances
	$0.01 AND ABOVE	1.2500 %	1.2500 %	15.0000 %	15.0000 %

TO AVOID FINANCE CHARGES ON THE NEW PRINCIPAL BALANCE OF PURCHASES, PAY $ 2071.82 BY 05-22-96. IF THE FULL AMOUNT IS NOT PAID, FINANCE CHARGES WILL BE INCURRED USING. METHOD 2 ADB INCLUDING NEW PURCHASES (SEE REVERSE SIDE).

If your card is lost or stolen, call:
1-801-539-7379
1-614-248-4239 LOST STOLEN AFTER HRS

FINANCE CHARGES	ANNUAL PERCENTAGE RATE	Computed on Average Daily Principal Balance	Total FINANCE CHARGES
Purchases	14.9937%	1876 78	23 45
Cash Advances	0.0000%	0 00	0 00

For customer service in your area, call:
1-801-539-7379

Telephoning will not preserve your right to dispute billing errors. Send billing inquiries to:
CHEVRON WEST C U
PO BOX 25117
SALT LAKE UT 84125-0117

H 1 OF 1 B R 0003193 STMX01

Note: See reverse side for important information.
Retain this account summary for your records.

An amount on your statement followed by a 'CR' is a payment, credit, or credit balance unless otherwise indicated.

Tab 17

California Legal Out-Of-Pocket Expenses - 4/13/96 thru 6/2/96			
Billing Receipt	Date	Amount	Notes
U.S. West/Excel	04/17/96	$0.27	J.Gordan - 510-284-1901
Delta Air	05/28/96	$112.00	Trial 5/31/96 - Martinez,CA
Tullios Restaurant	05/30/96	$11.79	Trial 5/31/96 - Martinez,CA
Airport Parking - SLC	05/31/96	$16.00	Trial 5/31/96 - Martinez,CA
Holiday Inn - Walnut Creek	05/31/96	$278.68	Trial 5/31/96 - Martinez,CA
Court Receipt	05/31/96	$14.00	Trial 5/31/96 - Martinez,CA
Holiday Inn - Walnut Creek	06/01/96	$7.59	Trial 5/31/96 - Martinez,CA
Dollar Rent A Car	06/02/96	$155.83	Trial 5/31/96 - Martinez,CA
Total		$596.16	

50%

EXCEL
TELECOMMUNICATIONS, INC.

DAVID R WINTERS
8948 S COBBLECREST LN
BILL DATE: MAY 13, 1996
ACCOUNT NUMBER: 801-943-9627-109R

ITEMIZED CALLS

NO.	DATE	TIME	TO PLACE	TO AREA NUMBER	TYPE	MINUTES	AMOUNT
1	APR 08	10:19A	WALNUT CRK CA	510 937-8875	D	2	.54
2	APR 09	3:23P	WALNUT CRK CA	510 939-4420	D	10	2.70
3	APR 09	5:01P	CONCORD CA	510 687-7880	D	2	.54
4	APR 15	5:09P	ORINDA CA	510 253-9417	D	121	25.66
5	APR 15	5:09P	ORINDA CA	510 254-9251	D	1	.27
6	APR 16	11:38A	WAPIGRSFLS NY	914 297-8085	D	33	9.24
7	APR 16	6:12P	ORINDA CA	510 254-9257	E	75	12.75
8	APR 17	8:51A	ORINDA CA	510 254-9257	D	1	.27
9	APR 17	9:22A	ORINDA CA	510 254-9257	D	139	37.52
10	APR 17	11:51A	ORINDA CA	510 254-9257	D	19	5.13
11	APR 17	1:32P	WAPIGRSFLS NY	914 297-8085	D	21	5.88
12	APR 17	1:59P	LAFAYETTE CA	510 284-1901	D	1	.27
13	APR 17	2:09P	OAKLAND CA	510 452-1700	D	1	.27
14	APR 18	3:01P	HERMISTON OR	541 567-1123	D	9	2.43
15	APR 22	5:18P	NEW YORK NY	212 816-8201	D	9	2.52
16	APR 24	7:48A	NEW YORK NY	212 816-7020	D	5	1.40
17	APR 28	8:50P	WAPIGRSFLS NY	914 297-8085	E	18	3.06
18	MAY 01	9:37A	BENICIA CA	707 748-0895	D	1	.27
19	MAY 01	10:43A	BENICIA CA	707 748-0895	D	1	.27
20	MAY 03	5:59P	WALNUT CRK CA	510 939-4420	D	3	.61
21	MAY 07	6:14A	WALNUT CRK CA	510 943-3757	N	2	.28
22	MAY 07	2:26P	BENICIA CA	707 748-0895	D	1	.27
				SUBTOTAL	112.15		
	CARD CALLS						
23	APR 08	11:30A	WAPIGRSFLS NY	914 297-8085	D	11	3.79
			FROM COTTON UT 800 783-9235				
24	APR 11	12:44P	SALT LAKE UT	801 573-2769	D	3	1.47
			FROM COTTON UT 800 783-9235				
25	APR 11	12:49P	SALT LAKE UT	801 466-1771	D	28	8.72
			FROM COTTON UT 800 783-9235				
26	APR 12	7:40P	SALT LAKE UT	801 573-2769	E	1	.89
			FROM COTTON UT 800 783-9235				
27	APR 12	7:41P	HOLLADAY UT	801 277-2953	E	1	.89
			FROM COTTON UT 800 783-9235				
28	APR 12	7:44P	HOLLADAY UT	801 277-2953	E	2	1.18
			FROM COTTON UT 800 783-9235				
29	APR 18	12:56P	WAPIGRSFLS NY	914 297-8085	D	9	3.21
			FROM COTTON UT 800 783-9235				
30	APR 18	1:33P	WAPIGRSFLS NY	914 297-8085	D	4	1.76
			FROM COTTON UT 800 783-9235				
				SUBTOTAL	21.91		

EXCEL TELECOMMUNICATIONS SUBTOTAL OF ITEMIZED CALLS $134.06

TAX SUMMARY

FEDERAL EXCISE TAX 4.02

EXCEL TELECOMMUNICATIONS SUBTOTAL OF TAXES $4.02

EXCEL TELECOMMUNICATIONS CURRENT CHARGES $138.08

THIS PORTION OF YOUR BILL IS PROVIDED AS A SERVICE TO EXCEL TELECOMMUNICATIONS. THERE IS NO CONNECTION BETWEEN EXCEL TELECOMMUNICATIONS AND U S WEST COMMUNICATIONS.

FOR EXCEL TELECOMMUNICATIONS
Billing inquiries call 1 800 875-9235 (NO CHARGE)

REPORT LOST/STOLEN CARDS, CALL: 800-395-4500. FOR CUSTOMER SERVICE, CALL: 800-477-6000.

OF BALANCE	AVERAGE DAILY BALANCE	PERIODIC RATE	ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE	FINANCE CHARGE		FINANCE CHARGE
RCHASES	8664.60	.04288	15.65	15.65	115.17	0.00	0.00
SH ADVANCE	99.50	.04288	15.65	15.65	1.32	0.00	0.00

	PREVIOUS BALANCE	PAYMENTS/CREDITS			FINANCE CHARGE		
COUNT SUMMARY	7669.37	1637.13	0.00	0.00	116.49	9422.99	197.00

ACCOUNT NUMBER	CREDIT LIMIT				DATE FILED BY
4131-6566-3125-3435	10500.00	1077.00	0.00	06/14/96	07/09/96

:COUNT DETAIL

HOUSEHOLD BANK VISA GOLD

SACTION DATE	POSTING DATE	REFERENCE NUMBER	DESCRIPTION			AMOUNT
			********** CONGRATULATIONS! YOU HAVE EARNED A 2% REBATE ON LAST MONTH'S PURCHASES WHICH EQUALS $ .70. YOUR TOTAL REBATE EARNINGS AS OF 04/14/96 ARE $ 109.45. THE REBATE EARNED FROM THE PURCHASES MADE ON THIS STATEMENT WILL BE REPORTED ON NEXT MONTH'S STATEMENT. REMEMBER, THE MORE YOU BUY, THE MORE YOU CAN CASH IN ON THE SAVINGS...UP TO 2% REBATE ON YOUR NEW PURCHASES.			
/17/96	05/20/96	24275946140980025786613	HOLIDAY INN-WALNUT CREEK	SACRAMENTO	CA	382.11
/24/96	05/27/96	24897396147462254330925	AMPCO SYSTEMS PARKING	SALT LAKE CT	UT	20.00
/24/96	05/27/96	24275946147980025780924	HOLIDAY INN-WALNUT CREEK	SACRAMENTO	CA	353.97
/26/96	05/27/96	24246516147206260803289	DOLLAR RENT-A-CAR 36	OAKLAND	CA	187.16
/27/96	05/29/96	24168676149416467257213	SOUTHWESTAIR5262713346825	OAKLAND	CA	112.00
/28/96	05/30/96	24399006150155149385102	DELTA AIR 0062158990319	SALT LAKE CTY	UT	112.00
/30/96	05/31/96	24121516151300003258233	TULLIOS	WALNUT CREEK	CO	11.79
/31/96	06/03/96	24897396154462254330578	AMPCO SYSTEMS PARKING	SALT LAKE CT	UT	16.00
/31/96	06/03/96	24275946154980025784710	HOLIDAY INN-WALNUT CREEK	SACRAMENTO	CA	278.68
/01/96	06/03/96	24275946154980025787192	HOLIDAY INN-WALNUT CREEK	SACRAMENTO	CA	7.59

0055555 THERE WERE 31 DAYS IN THIS BILLING CYCLE. *YOUR ACCOUNT HAS A DAILY PERIODIC RATE.
6354-000000926 20 THIS IS A GRACE ACCOUNT.

CONTRA COSTA SUPERIOR COURT

RECEIPT FOR FEE PAYMENT

05/31/96 08:08 AM Clerk: DAL
Receipt #: Amount Received:

Check Rec:	$0.00
Cash Rec:	$14.00
Change Due:	$0.00

Case: D88-06758

Title: ALLISON Q. WINTERS v. DAVID R. WI
For: FEE COLLECTED FOR EX PARTE.....
OST FOR RESP.MOT.FOR CONT.

Household Credit Services, Inc.

STATEMENT OF YOUR VISA GOLD ACCOUNT ISSUED BY HOUSEHOLD BANK

ACCOUNT NUMBER	BILLING DATE	PAYMENT REQUESTED BY	NEW BALANCE	MINIMUM PAYMENT DUE
4131-6566-3125-3435	06/14/96	07/09/96	9,422.99	197.00

ment upon

DAVID R WINTERS
8948 COBBLECREST LN
SANDY UT 84093-2023

4131656631253435000197000094229 93

) REPORT LOST/STOLEN CARDS, CALL: 800-395-4500. FOR CUSTOMER SERVICE, CALL: 800-477-6000.

Paid 6/27/96 $300.00
CK 1407

E OF BALANCE	AVERAGE DAILY BALANCE	PERIODIC RATE %	ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE	FINANCE CHARGE		
							FINANCE CHARGE
IRCHASES	8664.60	.04288	15.65	15.65	115.17	0.00	0.00
ASH ADVANCE	99.50	.04288	15.65	15.65	1.32	0.00	0.00

PAGE 2

	PREVIOUS BALANCE	- CHARGES ADJUSTMENTS	PAYMENTS	CREDIT	- FINANCE CHARGE	NEW BALANCE	MINIMUM PAYMENT DUE
CCOUNT SUMMARY	7669.37	1637.13	0.00	0.00	116.49	9422.99	197.00

ACCOUNT NUMBER	CREDIT LIMIT	AVAILABLE CREDIT	CASH LIMIT	CLOSING DATE	PAYMENT REQUESTED BY
4131-6566-3125-3435	10500.00	1077.00	0.00	06/14/96	07/09/96

CCOUNT DETAIL

HOUSEHOLD BANK VISA GOLD

SACTION DATE	POSTING DATE	REFERENCE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT
/02/96	06/03/96	24246516154206260803347	DOLLAR RENT-A-CAR 36 OAKLAND CA	155.83

UNCERTAIN ABOUT WHAT TO BUY FOR THAT UPCOMING SPECIAL OCCASION? REMEMBER YOUR HOUSEHOLD BANK VISA CARD ACCOUNT PROVIDES YOU WITH CREDIT CARD CHECKS AT NO EXTRA COST. GIVE THEM AS WEDDING OR GRADUATION GIFTS! TO ORDER ADDITIONAL CHECKS CALL CUSTOMER SERVICE AT (800) 477-6000.

0055555 THERE WERE 31 DAYS IN THIS BILLING CYCLE. YOUR ACCOUNT HAS A DAILY PERIODIC RATE.
5354-000000926 20 THIS IS A GRACE ACCOUNT.